THE

North-China Herald.

AND MARKET REPORT.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
H. M.'s Legation, Shanghai, 22nd June, 1860. E. ST. JOHN NEALE, *Secretary of Legation.*

VOL. I., No. 4. SHANGHAI, SATURDAY, APRIL 27TH, 1867. PRICE, TAELS 12 ₩ ANNUM.

NOTICES OF FIRMS.

NOTICE.—Mr. RUFUS FRANKLIN EASTLACK is authorised to sign our Firm from this date.
FRAZAR & Co.
6my 2830 Shanghai, 18th April, 1867.

NOTICE.
MR. RICHARD BATTY PARR was admitted a Partner in our Firm on the 1st January 1867.
ALFRED WILKINSON & Co.
14jy 2797 Shanghai, 15th April, 1867.

NOTICE.
THE Interest and Responsibility of Mr. PETER HAZEON in our Firm ceased on 31st December 1866.
ALFRED WILKINSON & Co.
9ju 2442 Shanghai, 8th March, 1867.

NOTICE.—Mr. WARREN DELANO Junr., and Mr. HENRY J. GREW, have retired from our firm, in Hong-kong and China, their interest and responsibility ceasing this day.
RUSSELL & Co.
30ju 1786 China, Jan. 1, 1867.

NOTICE.—Mr. EDWARD CUNNINGHAM, has re-entered our firm to which also Mr. WILLIAM H. FOSTER, Junr., is admitted partner, their interest and responsibility commencing this day.
RUSSELL & Co.
30ju 1786 China, Jan. 1, 1867.

NOTICE.—Mr. ALEXANDER HUTCHISON YULE's authority to sign our Firm, per procuration, ceases from this date.
ROSS, BARBER & Co.
tf 1984 Yokohama, 31st Dec., 1866.

NOTICE.—The Partnership hitherto existing between JAMES SAMUEL BARBER, JOHN BAILEY ROSS and JAMES CAMPBELL FRASER, and conducted under the style and title of ROSS, BARBER & Co., is this day dissolved through lapse of time, so far as Mr. JAMES CAMPBELL FRASER is concerned, whose interest and responsibility in the Firm ceases from this day.
ROSS, BARBER & Co.
tf 1985 Yokohama, 31st Dec., 1866.

NOTICE.—Mr. JAMES CAMPBELL FRASER is duly authorised to conduct our business and to sign our Firm, per procuration.
ROSS, BARBER & Co.
tf 1986 Yokohama, 31st Dec., 1866.

NOTICE.—The interest and responsibility of Mr. JOHN GEORGE DUNN in our firm ceased on the 31st Ultimo.
REID & Co.
tf 1912 Shanghai, 2nd Jan., 1867.

NOTICE.—The business of Messrs. JOHN FORSTER & Co., Public Tea Inspectors and Commission Agents at this Port, has been transferred to the undersigned, who will continue the same in his own name from and after 1st May next.
EDWARD W. LOVELL.
tf 706 Kiukiang, April 21st, 1866.

NOTICE.—The Undersigned begs to announce that he has established himself at this port as *Tea Taster and Inspector*, and all orders confided to his care will receive his best attention.
J. OSBORNE.
tf 516 Shanghai, Sept. 8th, 1864

INSURANCES.

PHŒNIX FIRE INSURANCE COMPANY.
THE Undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one Building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.
SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

INSURANCES.

China Fire Insurance Company.

Subscribed Capital Tls. 2,000,000

In 400 Shares, of Taels 5,000 each
Paid up Capital Taels 200,000.

DIRECTORS.
GEORGE TYSON, Esq., (Messrs. Russell & Co.) *Chairman.*
F. H. BELL, Esq, (Messrs. W. R. Adamson & Co.)
E. IVESON, Esq., (Messrs. Bower, Hanbury & Co.)
W. PRODST, E-q. (Messrs. WM. PUSTAU & Co.)
A. A. HAYES Esq., (Messrs. Olyphant & Co.)
J. P. TATE, Esq., (Messrs. Blain, Tate & Co.)

AGENCIES are established at the several Ports in China and Japan.
F. E. GWYN,—*Secretary.*
tf 320 Shanghai, 28th Nov., 1865.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING
INCOME—SIX HUNDRED THOUSAND POUNDS PER ANNUM.

TRUSTEES:
JOHN SHAW LEIGH, Esq. | JOHN NAYLOR, Esq.
CHARLES TURNER, Esq., *Chairman.*
RALPH BROCKLEDANK, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £8,000 in any locality within the Settlement.
Premiums are payable in approved drafts at 30 days sight (favor of PERCY M. DOVE, Esq.)
BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 295 Shanghai, 21st Nov., 1863.

THE LONDON AND ORIENTAL STEAM TRANSIT INSURANCE OFFICE.
137, LEADENHALL STREET, LONDON.
JAMES HARTLEY & Co., *Managers.*
ESTABLISHED 1843.
THE Undersigned having been appointed Agents at Nagasaki for the above office are prepared to accept risks by first class steamers.
GLOVER & Co.
8jy-67 465 Nagasaki, 1st July, 1864.

IMPERIAL FIRE INSURANCE COMPANY.
THE Undersigned having been appointed Agents for the above named Company, at this Port are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Goods stored thereon.
GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.
Incorporated by Royal Charter and Act of Parliament.
ESTABLISHED 1809.
CAPITAL £2,000,000.
THE Undersigned have been appointed Agents at this Port, Kiukiang, and Hankow for the above Company, and are prepared to accept risks against Fire at each place, on the customary conditions.
For further particulars apply to
GILMAN & Co.
tf 417 Shanghai, 23rd April, 1864.

NORTHERN ASSURANCE COMPANY.
THE Undersigned have been authorised to GRANT POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situated in the Foreign Settlement.
TURNER & Co.
tf Shanghai, 9th April, 1862.

INSURANCES.

THE LANCASHIRE INSURANCE COMPANY.
THE undersigned are prepared to grant POLICIES OF INSURANCE on any one Building with its contents to the extent of £5,000.
W. R. ADAMSON & Co.
tf 619 Shanghai, 10th July, 1865.

AUSTRALASIAN FIRE, LIFE, AND MARINE INSURANCE COMPANY.
(Liability Limited.)
MARINE DEPARTMENT.
THE Undersigned having been appointed Agents in Shanghai for this Company, are now prepared to issue Policies on Marine Risks only, on the usual terms.
Losses can be made payable in Shanghai Hongkong, Calcutta, Melbourne, or London.
AUGUSTINE HEARD & Co.
tf 308 Shanghai, 4th December, 1863.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.
THE Undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on ORDINARY MARINE RISKS to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* London, Hongkong, Singapore, Penang, and Batavia.
TURNER & Co.
tf Shanghai, 18th February, 1857.

THE NORTHERN ASSURANCE COMPANY.
CAPITAL £1,259,760 STG.
THE Undersigned, Agents for the above Company, are prepared to grant Insurances against Fire to the extent of £10,000 Stg. on any one Building, or on its contents.
For Terms, &c., apply to
TURNER & Co.
tf Shanghai, 3rd February, 1862.

PHŒNIX FIRE INSURANCE COMPANY.
THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building situated on the British Concession at Tzechuhsin, Tientsin.
SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."
THE Undersigned having been appointed Agents in China for the above named Company are prepared to grant Policies against Fire at Shanghai to the extent of £10,000,—on one risk, as under:
1,—On Buildings or on their contents.
2,—On Ships, lying in port, or on their contents.
For further particulars apply to
WM. PUSTAU & Co.,
Agents in Shanghai.
tf Shangha 1st December, 1858.

MISCELLANEOUS.

NOTICE.

COMPTOIR D'ESCOMPTE DE PARIS,

Shanghai Agency.
I have this day taken charge of the above Agency.
H. WALLICH,
Manager.
22ju 2829 Shanghai, April 22nd, 1867.

TUPPER & CO.

Manufacturers of
GALVANIZED CORRUGATED IRON, IRON ROOFING, SHEDS, BUILDINGS, CHURCHES, SCHOOLS, &c., &c.
61 A, MOORGATE STREET, *London*, E.C.
21de 67 1774 Shanghai, 22nd Dec. 1866.

MISCELLANEOUS.

BENSON, J. W., by SPECIAL APPOINTMENT to H. R. H. the PRINCE OF WALES.

BENSON, J. W., by SPECIAL APPOINTMENT to H. H. the MAHARAJAH OF BURDWAN.

BENSON'S STEAM FACTORY for CLOCKS and WATCHES, 58 and 60, Ludgate Hill.

BENSON, J. W., MAKER of the GOLD CASKET presented by the City of London to H. R. H. the PRINCE OF WALES.

BENSON, J. W., MAKER of the CASKET presented by the City of London to H. R. H. PRINCE ALFRED.

BENSON, J. W., PRIZE MEDAL, LONDON, Class 33.

BENSON, J. W., PRIZE MEDAL, DUBLIN, Class 10.

BENSON, J. W., MAKER of the CHRONOGRAPH by which the DERBY is TIMED.

BENSON, J. W., MAKER of the GREAT CLOCK of the EXHIBITION, 1862.

BENSON'S Watch Pamphlet, *illustrated*, on every construction of Watch, with their prices.

BENSON'S WATCHES are sent to all parts of the World safe by post.

BENSON'S WATCHES,—Gold and Silver, at 200 to 2 Guineas, in all sizes, from half to 3 inches diameter.

BENSON'S WATCHES, CHRONOGRAPH, KEYLESS, REPEATERS.

BENSON'S WATCHES, CHRONOMETER, DUPLEX, LEVER.

BENSON'S WATCHES, HORIZONTAL, CENTRE SECONDS, &c.

BENSON'S INDIAN WATCH, compensated for all Climates. Silver, 25 Guineas: Gold, 40 Guineas.

BENSON'S "EXACT" WATCH, for Extreme Temperatures. Silver, 25 Guineas: Gold, 40 Guineas.

BENSON'S CLOCKS for the DRAWING, DINING, and BED-ROOMS, from 2 to 2,000 Guineas.

BENSON'S CLOCKS for the HALL, LIBRARY, and CARRIAGE.

BENSON'S CLOCKS for CHURCHES TURRETS, and STABLES. Estimates sent.

CANDELABRA in ORMOLU and BRONZE.

CANDELABRA in SILVER and ELECTRO-PLATE.

BRONZES d'Art by ROSA & ISIDORE BONHEUR, PRADIER, MENE, BARYE, &c.

JEWELLERY, DIAMOND, of ORIGINAL DESIGNS.

JEWELLERY for BRIDAL and other PRESENTS.

SILVER PLATE for RACING, FIELD, or AQUATIC SPORTS.

SILVER PLATE for the SIDEBOARD, DINNER, and TEA TABLES.

SILVER PLATE for INDIA.

BENSON'S PLATE PAMPHLET, *illustrated*, contains 300 Engravings.

58 & 60, LUDGATE-HILL, 25, OLD BOND-STREET and 99, WEST BOURNE-GROVE.
Gap-1867 1026 October 6th, 1866.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

ADVERTISEMENTS.

NOTICE.—During the absence of Mr. Harcourt William Hardy in England, Mr. William Abbott Turnbull is authorized to sign our Firm.

BIRLEY, WORTHINGTON & Co.
tf 2871 Shanghai, 25th April, 1867.

No. 1. **MAGENTA.**
"JUDSON'S SIMPLE DYES FOR THE PEOPLE."

ARE undoubtedly the most useful article ever offered to the public. Any one can use them, anything can be dyed with them in a few minutes without soiling the hands. In England "Judson's Dyes" are as "Household Words." Articles of Clothing that have been put aside as faded and useless, may be made nearly equal to new, by merely following the simple directions appended to each bottle of Dye.

Names of Colours.

Magenta, Mauve, Violet, Scarlet, Green, Blue, Pink, Crimson, Brown, Canary, Orange, Black.

Price:—Small bottles, 6d. Large bottles, 1s. 6d. each.

May be had of Druggists and Storekeepers throughout the world, or Wholesale of

DANIEL JUDSON & SON,
LONDON.

And all Merchants. Liberal discount to Dealers.

N.B.—A small bottle of colour will dye 12 yards of bonnet Ribbon.

*** See that you get "Judson's Simple Dyes."

21dc-67 1773 o-a-f December 22nd, 1866.

JOHN MOIR & SON,
ABERDEEN,
Beg to inform their customers, that, in addition to their
PRESERVED PROVISIONS
they are now prepared to supply, of their own Manufacture,
Pickles, Sauces, Tart Fruits, and every description of Oilmen's Stores.
22ju-67 1772 December 22nd, 1866.

COLTS' REVOLVERS,
As supplied to and adopted by the English, American, Russian, Prussian, and many other Governments, are recognised to be the most durable and efficient Revolvers existing for House Protection, Travellers and Officers. Colt's Revolving
RIFLES, SHOT-GUNS
AND
PISTOL-CARBINES
(Pistol with attachable stock.) Exhibition Prize Medal awarded, 1862. Beware of Counterfeits. Every arm is London-proved, and bears the Company's trade marks.
HOLSTERS, BELTS, POUCHES, AMMUNITION,
Address—
COLT'S FIRE-ARMS COMPANY,
14, PALL MALL, LONDON,
Also to be had through any East India or Colonial Agency.
15ma 2514 March 16th, 1867.

Miscellaneous Intelligence.

NOTICE.—Trinity Church.—Divine Service is celebrated every Sunday at 11 A.M. and 5 P.M. Holy Communion is administered on the first Sunday of every month.

Persons not holding Pews are at liberty to occupy any seats they may find vacant when the reading of "The Psalms" is finished.

LATEST DATES.

England.. (*tel.*)..	Mar. 26	Hankow,.....	April 24
Hongkong, ...	April 20	Nagasaki,.....	„ 20
Tientsin, ...	„ 18	Yokohama,.....	„ 17

Latest dates in England, from China,—

Hongkong,.....	Jan. 14	Received via Marseilles
Shanghai,.....	„ 8	Mar. 4th.

METEOROLOGICAL TABLE.

Date.	Time of High or Low Water.	Rise or Fall.	Wind.	Force.	I.	Bar.	Ther.
	h. m.	ft. in.				" "	°
Apr. 22 L.W.	10.30	12.08	N. N. W.	3	b	30.08	63
„ 22 H.W.	2.20	20.09	North	2	b	30.08	65
„ 23 L.W.	11.16	12.04	W. by S.	3	b	30.15	73
„ 23 H.W.	3.07	19.04	„	3	b	30.12	72
„ 24 L.W.	11.34	12.07	S.EbyE.	1	b	30.15	72
„ 24 H.W.	3.38	19.03	E. by S.	3	b	30.10	66
„ 25 L.W.	0.10	12.08	South	3	b	30.01	74
„ 25 H.W.	4.29	18.03	„	3	b	29.92	72
„ 26 L.W.	0.34	13.04	„	1	r	29.59	74
„ 26 H.W.	5.02	18.02	SWbyW	1	c	29.86	80

Explanation.

F. Force (1 to 12). I. Initials; b. blue sky; c. clouds f. fog; h. hail; l. lightning; m. misty (hazy); o. overcast (dull); r. rain; s. snow; t. thunder; z. calm.

DEATH.

At Shanghai, on the 25th instant, George Mackay, Esq., aged 33.

PASSENGERS.

Arrived.—Per Steamer "Suwo-Nada," from Hongkong, H. E. Don S. de Mis, Messrs. G. B. Dixwell, D. Aguilar, J. Markham, E. Schellhass, J. W. Maclellan, A. C. Olipnant, J. Dannenberg, one Japanese, one European, and 116 Chinese. Per Str. "Nanzing," from Tientsin and Chefoo, Messrs. Gibb and Douey. Per Str. "Aden," from Hongkong, Mrs. Winchester, Messrs. Hallam, Percival, Robertson, Howie, Birt, Sheolky, and 34 Chinese.

Departed.—Per Steamer "Ganges," for Yokohama, Messrs. Jukes and servint, Davidson, Sergt. Allan, Insept. Peacock, 12 Constables, and 5 Constables Wives. Per Str. 'Suwo-Nada," for Hongkong, Mr. and Mrs. Grant, Messrs. Pembleton, and Rice. Per Str. "Nanzing," for Tientsin and Chefoo, Messrs. Howlett, and Kilsh. Per Str. "Nepaul," for Nagasaki, Mr. M. C. Adams.

One of the P. & O. Co.'s Steamer, with Mails, &c., for Europe, is appointed to leave on Tuesday, the 7th Proximo.

The London Mail of the 26th Mar., due in Hongkong on the 6th May, and here on the 11th.—It arrived last year on the 13th May, per *Aden.*

The French Mail of March 19th, due in Hongkong on the 29th April and here on the 4th of May. It arrived last year on the 2nd of May, per M. I. "*Labourdonnais.*"

The publication of the *North-China Herald* commenced at 4 P.M.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY, APRIL 27, 1867.

More fortunate than most Oriental countries, Japan has retained the interest it excited before the treaties of 1859 threw it open to foreigners. The beauty of its scenery, the delights of its climate, and the intelligence of its people, lend it a charm which neither India nor China possess. And notwithstanding the long occupation by the Dutch of the island of Desima, these attractions burst with all the force of novelty on the members of Lord Elgin's mission. We had heard of a massacre of Christians at Simoda and an interest half shrouded in fable attached to the rock of Papenberg, from a similar cause. A story was even bruited of a Spanish frigate destroyed, crew and hull, by the Japanese, after three thousand of assailants had fallen before the desperate efforts of the foreigners. A vague knowledge existed of the adventures of one Will Adams in the country, about a hundred years ago, but his book was out of print and he himself well nigh forgotten. Still, possibly from the very vagueness of these rumours, an interest attached to Japan which the accounts given by first visitors seemed to fully justify. The glowing descriptions of Laurence Oliphant and Sherard Osborne, and the charming specimens of workmanship which have spread far and wide the reputation of the people as mechanics, have tended to exalt rather than diminish this feeling, which has also been nourished by the ready intelligence shown in adopting foreign improvements, and anxiety to acquire the knowledge which, in the long interval between the expulsion of the Portuguese and the visit of the English and French in 1859, had raised foreign intelligence and foreign appliances to so much higher a standard. Anything therefore affecting the social welfare of the Japanese, or their future prospects as a people, is listened to with greater interest than elaborate dissertations on the polity of nations whose doings more intimately concern us.

The paper lately read by Dr. Macgowan before the Asiatic Society, deals with several questions which intimately affect the future of Japan. It dwells not only on the mental, but on the physical characteristics of the people, and draws inferences as unfavourable to the latter as flattering to the former. He fears that the unrestrained licentiousness which is so prominent a feature in the national character, is tending to decrease the population; and, in expressing this fear, is only reiterating a surmise which has occurred to other interested observers of the country. We may, however, mention here an interesting circumstance in relation to this statement. The gist of Dr. Macgowan's paper was translated into the Chinese newspaper issued from this office, and produced a reply, written in old Chinese character, from a Japanese resident in Shanghai. The writer does not speak courteously of the knowledge which prompted the accusation in question against his country, and declares that if it were to become widely known in Japan the youth would, without exception, rush to arms to avenge the insult. He speaks more pertinently, however, when he asserts that Japan has a population of nearer fifty than sixteen millions and that licentiousness is not more disastrous in its effects there than in this neighbouring kingdom of China. In effect, in the absence of those accurate statistics which the elaborate machinery of Western governments enables them to gather, it is impossible to certify the correctness of the surmise. But the known existence of the cause alleged, itself furnishes strong ground for apprehension that it is producing the effect. Dr. Macgowan hopes that the possible christianisation of the people may serve to arrest this tendency, supposing it to exist, by improving their moral character. We may add a hope that the energy of which they have given proof, will impel them to shake off the sensuality into which they have sunk, during a long isolation from foreign intercourse, by directing their powers of mind and body into the new channels of enterprise which the advent of foreigners has opened to them.

Summary of News.

At a meeting of shareholders in the Brick and Saw Mill Company held on the 24th, it was resolved to wind up the Company and sell the property without reserve. A report of the proceedings will be found elsewhere.

The barque *Seaton* has been sold at auction for Tls. 10,050.

A meeting of the trustees and friends of the Chinese Hospital was held on the 25th instant, when the accounts, shewing a balance in hand of Tls. 600 at the close of the year, were passed. Messrs. Fitzroy, Fearon and Miller were elected trustees for the ensuing year.

Another fire broke out in the Maloo on Wednesday night, by which eight houses were destroyed and two Chinese burned to death. The frequency of such occurrences of late has strengthened the suspicions that had arisen, of incendiarism.

Judgment has been delivered by Sir Edmund Hornby in the case Reynolds *v.* Medhurst, in favor of the plaintiff. The action, it will be remembered, was based on the alleged wrongful payment of money belonging to the plaintiff, to a third party.

We publish elsewhere an interesting paper on Japan, read before the Asiatic Society last week by Dr. Macgowan, the East India Telegraph Company's agent in China. A table of the steamers sold to the Japanese, since the opening up of the three ports of Yokohama, Nagasaki and Hakodadi, is appended.

The Municipal report for the year 1866-7 has been published, and shows a satisfactory state of finance. Notwithstanding a deficit of Tls. 23,900 in the estimated receipts from Wharfage Dues, there is still a surplus—an actual cash balance in hand—of Tls. 23,300 of which, we believe, it is proposed to devote Tls. 15,000 to repay a portion of the Municipal loan; while the remainder will be retained as a working balance for the ensuing year, the revenue and expenditure of which are otherwise estimated to be equal. Tls. 26,000 out of Tls. 27,000 arrears of taxes outstanding at the end of last year have been recovered, and those for this year are close up. The filling in of the Consulate mud flat is progressing rapidly, and together with the clearing of the Yang-king-pang is to be completed in a month. The throwing open of the Soochow bridge is still a vexed question. There is an indisposition to give Tls. 1,971 annually for this purpose, when a new iron bridge could be bought for three times this amount.

The Amateur Dramatic Corps have given another most successful performance at the Lyceum. The pieces selected were the well known farce "Lending a Hand," and Tom Taylor's comedy "Still waters run deep"; both of which were admirably put upon the stage. We were glad to see a very good house, larger even than at the last performance, and have no doubt that many who stayed away, thinking the comedy would prove a stale one, now that they have heard how admirably it was acted, much regret having done so. Though nothing draws like a good Burlesque, sterling Comedy has its rights; and further, Burlesque which, considering the labour in drawing it up and the cost of putting it on the stage, should in Shanghai be regarded as a kind of theatrical treat, has since last year been so vulgarized, that more is expected at each successive representation than our little Company can possibly yield. Nothing certainly affords more fun than a well written Satire, but at the same time our Amateurs must remember that the slightest hesitation, which in an ordinary piece is scarcely observable, becomes fatal to the success of a slashing Burlesque.

The Athletic Sports commenced on the 26th instant, on the Race Course, and, as will be seen from the subjoined report, went off successfully. There were a fair number of competitors for each event, and, in each, a hard struggle for first honours. The time made in the ¼ mile race, too, would be held creditable in England; much more to men who have been living some years in the East. It is unfortunate that two members of the Committee, themselves excellent gymnasts, were prevented by sickness from joining in the Sports. Otherwise Mr. Groom's previous performances justify us in inferring that the standard of excellence attained in the high jump, and throwing the Cricket ball would have been higher. As it was, however, everything went off extremely well, in the presence of a large number of spectators. The only drawback was the heat of the weather. Next year, no doubt, the date will be fixed a month earlier, and, in the meantime, we are glad to learn it is the intention of the Committee to postpone the first event this afternoon, till 4 P.M.

First Day.

Flat Race.—100 yards for a Silver-mounted Whip.

Bromley 1, Cooper 2, Reid 3, Cook 4, McMicken 5.

The winner got away with a lead which he kept throughout, winning by about half a yard. Time 11s.

High Jump.—For Cup value $.

Cook 1, Wade and Smith 2, Cooper 3.

Cooper failed at 4 feet 6 inches; the three first named all cleared 4 feet 7 inches; and Cook went splendidly over 4 feet 8 inches, which was just grazed by Wade and Smith.

Flat Race.—¼ mile, for Silver Cup, presented by the Committee.

Cooper 1. Cook 2, Reid 3, Pryer 4.

This was the best race of the day, Cook put on a spurt about 150 yards from home, but failed to catch Cooper, who increased his pace correspondingly and won by 3 or 4 yards. Time 57½s.

Putting Shot—For a Pewter, value $5.

Mackenzie 1, Stevensen 2, Cook 3. Distance 32 ft. 6. Weight of shot, 18¾ lbs.

Sack Race.—Entries taken on the ground.

This did not fill well. Three men only started, of whom one appeared quite overcome by the novelty of his position, leaving the two others to compete tolerably closely.

Throwing Cricket Ball for Cricket Bat.

Cook won this by a throw of 86 yards. Wade second, two or three yards behind.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Editorial Selections.

THE MUNICIPAL REPORT.

THE Municipal Report for the year just ended is more than usually interesting. As a rule it is difficult to imagine anything more intensely dry than details of the Council's trials and achievements, of the constant monetary difficulties by which they are embarrassed, and the success with which they nevertheless contrive, somehow or other, to avert an actual crisis. The threatened recall of the Tls. 75,000 loan from the Comptoir d'Escompte, seemed at first likely to prove the final straw. But we have every confidence that even this blow will somehow be sustained, and that the Report for 1867-8 will congratulate the community on the satisfactory result of the arrangements made for its repayment. However, the arrangements still have to be made; the debenture scheme is as yet only a suggestion, and if approved, as it no doubt will be, has still to undergo the test of experience. To expect that the entire sum required will be at once forthcoming, is perhaps to be too sanguine; but we anticipate little difficulty in raising at least sufficient to appease the Bank, by the date fixed. The intended closure of the Municipal Savings Bank will no doubt throw a considerable amount into the new investment. The security offered—that of future revenue—is not so good as that now enjoyed by the depositors, whose cash has actual existence in the Comptoir's cellars. But it will, we think, be generally accepted as reliable. The Council were accused, on the establishment of the Savings Bank, of travelling out their proper sphere; and to a certain extent, no doubt, the accusation was deserved. The readiness however with which the bank was availed of, proved that it supplied a want. It will be missed when done away with, but its working was not a fair tax on the Accountant's Office.

The accounts for the past year must be considered, on the whole, satisfactory. Notwithstanding a deficit of Tls. 23,940 in last year's revenue, caused principally by disappointment in collection of Wharfage Dues, a cash balance is still shown of Tls. 23,308; a portion of which sum will be available to reduce the Comptoir d'Escompte debt. In accordance with the principle on which debentures are to be offered, a payment of 20 per cent., Tls. 15,000, is included in the new estimates, and the apparent expenditure is thus raised to Tls. 185,000 against Tls. 171,000 of revenue. The surplus from the present year, however, restores the balance, and enables the Council to promise their successors Tls. 8,600 in hand, at the end of 1867-8.

First among the items of receipt, the great sources of revenue—the House and Land taxes, claim attention. Last year, at the existing rates of four, and one quarter, per cent. respectively, these yielded Tls. 36,195. In consequence however of the great reduction in value of property, permission is asked to raise the rates to six per cent. on houses, and to a half per cent on land, a process which, it is estimated, will raise the revenue to nearly its previous level. This proposal is likely to give rise to some discussion, but the argument of the Council that, so long as the Land Renters decide to keep up an efficient police force for the peace and good order of the settlement, sufficent funds must be supplied to maintain them, appears incontrovertible.

Wharfage dues, which have been so fertile a source of deception to each succeeding Council, come next on the list. The revenue from this source is set down at Tls. 50,000, including the $14,000 which the Taotai, contributes on behalf of Chinese-owned goods. It is candidly confessed, however, that "in consequence of the difficulties experienced during the past year in the collection of this tax," the Council feel "they would be but leading their successors astray by putting down a stated sum as actually likely to be realised. Tls. 50,000, therefore, appear in the estimate as an approximate receipt, assuming that all goods landed within the limits of the English and American settlements, with the exception of those actually passed through the Custom House in the names of Chinese, would be chargeable with Wharfage dues." A hope is further expressed that the Consular body will urge the Taotai to increase his present contribution; and that a more satisfactory system of collection from foreigners will soon be arranged. Several petty taxes have been abandoned, as unremunerative and vexatious.

The Public Works Committee allude to the progress made in filling in the Consulate mud flat; and mention that the contractor has promised to complete the work by the end of May. An iron railing and gates have been ordered from England for the purpose of enclosing it, so soon as it is ready for conversion into a garden. It will be for the promoters of the Horticultural Society to consider whether they will concentrate their resources on the embellishment of this plot, or will adhere to their original plan of levelling and adorning the Race Course. Relying on the experience of last year, subscriptions to the amount of Tls. 2,500 are anticipated for the repairs of the Bubbling Well road. Only Tls. 480 of this sum is required for that object, and it is purposed to devote Tls. 1,971 of the balance, to the commutation of the Soochow bridge tolls. The throwing open this bridge was part of the scheme towards which subscriptions were invited last year; but the sum received did not suffice for the purpose. This year there will be amply sufficient funds; but we question very much whether the contributors will be willing to expend them on such an object. Free transit across the Soochow creek has been a pet scheme of the community for years; and, there is no doubt, was the intention of the original bridge proprietors. These gentlemen no more intended to erect themselves into a Company, having directors and paying dividends, than did the founders of the Fives' Court, the Bubbling Well road, or any other of the schemes that have been got up to render life in Shanghai tolerable. They were simply subscribers towards a certain object; and the intention, in the case of the Soochow bridge, was to throw it open as soon as it had paid for itself. A change, however, has come over the spirit of this dream; and we may now rest assured that the bridge will never be voluntarily abandoned. It remains to be considered whether it be worth while to pay Tls. 1,971 for the privilege offered, of passing over it. We think not; and would suggest, instead, that this sum should be allowed to accumulate annually for three years, and that a public bridge should then be constructed, alongside of the present structure. From another point of view, it may be argued that only a very small proportion, probably, of the gentlemen who contribute towards this fund, ever cross to Hong-que, and most of these very seldom; that it would be unfair, therefore, to apply four-fifths of the subscription to an object from which not one-fifth of the subscribers would derive any benefit. The cleansing of the Yang-king-pang, a fact which obtrudes itself pungently or any one who ventures to that side of the settlement, is next referred to. The work is progressing rapidly and is to be completed, according to contract, before the arrival of the hot weather. The bunding has been repaired, and two new bridges built, Among minor improvements, we notice that the pavement in the Maloo, which always became slippery as ice in wet weather, is to be replaced by more convenient sidewalks. Additional fire wells are to be constructed, in various parts of the settlement; and gas lights are to be established in Hongque, as soon as the Company extend their mains across the Soochow creek.

THE BRICK AND SAW MILL COMPANY.

THE rise, progress and decay of the Brick and Saw Mill Company represent very nearly the career of a good many other speculations in Shanghai, during the same period; though, perhaps, in an exaggerated degree. Its prospects at starting were rather less substantial, and its collapse has been rather more complete. It is interesting, however, as a type of the inflated hopes that once prevailed, as to the gorgeous prospects of the model settlement. More unfortunate than almost any other of its competitors for public favour, it has never returned a profit, though it has equalled the most promising in its faculty of contracting debt. And debt is the incubus which is now crushing it, as well as more than one other institution that might otherwise reimburse its projectors some portion of their outlay. It owes Tls. 16,500, and is steadily increasing this burden at the rate of Tls. 250 a month, without any apparent prospect of earning a cent. Most wisely, the shareholders have determined to relieve themselves at any cost from so unsatisfactory a property.

The Shanghai Brick and Saw Mill Company was established in 1863, on a capital of Tls. 100,000, in two hundred shares of Tls. 500 each. Sixty-six *mow* of land, comprising "2,420 feet of river frontage" were purchased, at the then moderate price of $50 per *mow*, and buildings and machinery erected thereon at a cost of Tls. 60,000 more. "The bricks turned out," to use the language of the first annual report, "were perfect, and the manner in which the Saw Mills performed their work, highly satistactory." But one difficulty had unfortunately been overlooked. The necessary cost of working was too great to enable the Company to compete advantageously with its native rivals. Against an outlay, accordingly, of Tls. 19,300 in wages and Tls. 5,500 in coal, it could only show a receipt of about Tls. 9000 during the first year of its working. The next twelve months were no more successful, and the 1st Aug. 1865 found the Company with a deficit of Tls. 33,000, and assets of which the majority represented only nominally the sums set against them. In this extremity the Shareholders resolved on an expedient which has been tried without success, in other cases as well as the present. They endeavoured to get up a new Company, to take over the whole property at a price which would leave a slight margin over the debt; and a prospectus setting forth the high advantages offered by the scheme was issued in the following January. The capital of the new Company was to be Tls. 20,000; its annual outlay was to be Tls. 19,000, and its income Tls. 24,000; thus leaving a profit of Tls. 5,000 which was to yield a dividend of twenty-five per cent on the capital. This project, however, turned out little better than the former. It was based, in the first place, on a sanguine calculation that the machinery was to be kept in full work all the year round; and the manager engaged seems to have known little about his work. Only half the required capital, moreover, was subscribed, and the project died a natural death. After this the Old Company actually did, for a short time, earn a small nett profit. They handed over their yard bodily to the Church trustees who, through the Agency of a Chinaman, made the bricks of which the new Church is built, and payed to the Brick and Saw Mill Company a royalty of Tls. 1,000 in the course of about twelve months. This however, went only a short way towards paying interest on the debt, and even this source of revenue has now ceased; all attempts to dispose of the property have proved ineffectual, and, as we remarked before, the shareholders have wisely resolved to get quit of it at any price that it will fetch.

THE ASIATIC SOCIETY.

THE following interesting paper was read by Dr. Macgowan, Commissioner of the East India Telegraph Company, giving amongst other interesting information, some Statistical Notes on the steamers sold to Japanese daimios, with remarks on the condition of that Empire.

It is well known that when the Shogoon (Tycoon) of Japan abandoned the policy of non-intercourse with the western powers, there sprang up a demand in that country for steam-vessels, which foreign merchants promptly supplied. Few however are aware of the extent to which the General Government and the Daimios went in organizing a navy of steamers and vessels of foreign rig. As accurate information on on this subject serves to throw light on Japan in her present transitional condition, and as I am happily able to furnish a few statistical facts in relation to those purchases, I presume that the Society will consider them record-worthy. I present them also as data for forming an opinion on the political and mercantile prospects of a progressive people.

This communication makes known the cost and tonnage of the vessels which the rulers of Japan have purchased since the opening of their country to foreign commerce, and the names of the states for which they were designed. For the list, which is subjoined, I am indebted to F. A. Groom, Esq., of the firm of Glover and Co. Nagasaki; its accuracy therefore will not be questioned. The list suggests a few prefatory remarks.

I. It indicates a revival of a maritime spirit in the nation that has been dormant for centuries. The geographical position is well calculated to develope among its inhabitants a spirit of maritime adventure; her large and fertile islands are deeply indented by bays and gulfs, which with her Inland sea and fisheries, early imbued them with mercantile enterprise. Hence, when Europeans first doubled the great Capes, they found Japanese vessels in various ports at the Indian Seas, and even it is said on the American side of the Pacific. That adventurous spirit ever labored under the disadvantage of the restraint which governmental monopolies imposed, and it was well nigh wholly repressed by the adoption of the policy of exclusion and seclusion which so long prevailed. Now, however, that that policy has been abandoned we observe among the Japanese a disposition to resume their early habits, though still hampered by governmental monopolies.

II. The large outlay for a steam navy which the list makes known, does not afford so strong evidence of progress as might at first sight be supposed. That versatility of genius which the Japanese have frequently exhibited, and notably, when they took charge of and worked, without foreign assistance, the steamer which was presented to them by the English government; and as was shown also, by their taking unaided, a steamer to and from San Francisco, has been attended by the usual accompaniment of versatility, a want of persistency; and a dilapidated navy is the result, and this too, notwithstanding that they have established at Nagasaki expensive machine shops expressly for the repair of steamers. The inefficiency of the navy of the General Government was shown in the late civil war, when it was found necessary to charter an English steamer, at an expense it is said of $30,000, to transport troops from Yeddo to the Inland sea.

Evils of this nature will doubtless be gradually overcome, and if the new Shogoon possesses the vigour and enlightenment that are attributed to him, great improvement will speedily take place; and ultimately, we shall see what is needed, an entire renunciation of governmental monopolies, an absolute freedom of trade to all classes of Japanese, which will prove the germ of improvements innumerable.

III. The fact that three-fourths of the purchases of foreign built vessels were made by Damios, shows that the government of Yedo is either disinclined, or unable to deprive those semi-independent princes of the advantages which accrue from the possession of fleets. This liberty allowed to, or assumed by the damios, is a slight departure from monopoly, and here consequently we find more enterprise. The vessels of the damios are in better condition, and are turned to more useful purposes than are those of the general government.

The most powerful, and perhaps the most progressive of the daimios, is the Prince of Satzuma. He is the chief purchaser of foreign built vessels, and that he has other than military aims is demonstrated by the pains he is taking to develope the industrial resources of his principality and his Lewchewan dependency. He is promoting both agriculture and commerce by the introduction of cotton mills, sugar mills, and other useful machinery. His navy is employed almost wholly for commercial purposes. He gives employment to a number of foreign engineers; and anterior to the opening of Japan he re-published, for the use of his sea-going subjects, a work on the Laws of Storms, in the Chinese language, by the writer of this note. He is evidently aware of what constitutes true greatness in a State.

IV. On comparing what I observed in Japan during a late visit, with what I observed when the country was first opened, I saw numerous evidences of rapid advancement, but the saddening conviction was forced upon me that the amiable natives of that country are decreasing in numbers. The lowest estimate that has been made of the population is, I apprehend, too high. There are probably not more than sixteen million souls in that empire, while it

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

seems capable of sustaining twice that number, and appears to have been more populous than it is at the present day.

Commercial statistics show that, while the demand for her staple exports has increased, the prices of tea and silk having doubled, there has been no increase of the supply of those commodities. There is want of labour in the land.

If these fears of a decrease of the population of Japan are well founded, we have not far to look for an explanation of the phenomenon. Unrestrained licentiousness, and an universal venereal taint are sufficient to cause physical deterioration among any people. That these causes have been long in the operation, is only too obvious to observers of the Japanese. Dr. Hepburn, who has made the language and the diseases of Japan a study, has I find, from better data than I possess, arrived at the same conclusion, to wit, that the Japanese are decreasing, and that the decrease in population is attributable to the causes that I have assigned.

As the opening of Japan proved to be her political salvation, averting Russian annexation which was impending, so perhaps her christianization, a probable consequence of that opening, may save her from the doom of extinction which unquestionably awaits all other Pacific Islanders.

V. A resumé of the subjoined list will show in a few words what has been attempted by the Chinese towards the creation of a steam navy,

It will be observed that of the 80 vessels that have been sold to the Japanese by foreigners, 16 were purchased by the General Government and 17 by the Prince of Satzuma; the purchasers of 11 are not known, and the balance were taken by various twelve princes, one, two or more each. The tonnage of two is not given; the aggregate of the balance is the total price paid by the Japanese for 79 steamers With a few unimportant exceptions, these vessels were steamers, 57 of which bore the English flag, 17 the American, 3 Prussian, 2 Dutch, one is unknown.

The list omits the steamer which was presented to the Shogoon by the British government, and the gun-boat which the government of Yedo procured at a fabulous cost through the late Minister Resident of the United States, which proved a bad speculation as far as the Japanese are concerned, and a disastrous one as regards American prestige in that country. To the above must soon be added, *Iron Clads, Monitors*, and other steamers that have been ordered in Europe and America. Every addition to the armed fleet of Japan is a presage of evil, as they are less likely to be employed to resist foreign aggression than in internecine strife. Already the land has been impoverished by military expenditures, which have had the effect of retarding the development of the arts and commerce. Not a few of the purchases made have been utterly worthless; and whenever I heard the whistle of a Japanese steamer, the anecdote of Franklin came to mind. He paid too much for his whistle, it will be remembered. Let us hope that the Japanese, having paid so dearly for their whistling, will, like the Sage, profit by experience.

After the conclusion of the paper, information having been requested of Dr. Macgowan respecting the prospect of Telegraphs in China and Japan; he remarked that with regard to Japan he found the Government of Yedo well disposed towards the enterprise, which, but for the death of the Mikado would probably by this time have arranged for the construction of a line between Yokohama and Yedo. He believes that the time is not distant when Japan will be connected by Telegraph with the Russo-American line at the Amoor, and he thinks it not unlikely that Shanghai may by means of a cable to Japan find its readiest channel of communication with America to Europe.

With regard to China he holds that submarine telegraphy along the coast, as advocated by the newspapers of Shanghai and Hongkong, is preferable to a land line. Even were a concession for a land line to be made *by* the Imperial government, that such a line could not compete with a cable, nor even supersede it. The East Indian Telegraph Company, which he represents, has advised him of its having decided to order the manufacture in England of the requisite amount of cable. He proposes to connect the Woosung shore-end with this city by an air line extending along the road constructed by foreigners from Shanghai to that point, which he is confident can be done without much popular opposition; and that no official obstruction can thwart him, as the Imperial concession for a sub-marine cable necessarily includes the privilege of extension to the Company's Office; but as some local functionary might prove unfriendly to the enterprise, he looks to next year's revision of the treaties as certain to ensure a remedy for all the ills that telegraphy may be heir to in China. At Nanking, which he visited in the United States steamer *Wachusett*, he failed to accomplish anything, owing to the absence of the provincial authorities. He is now about to proceed to Peking, to prosecute his undertaking in that capital.

In view of the strides which submarine telegraphy is making, he looks forward to a telegraphic connection of the continents separated by the broad Pacific, and urges the taking of deep sea soundings at an early day to ascertain the character of its bed, both in the general interests of science and of ocean telegraphy. Assuming that its bed and its depth present no insuperable obstacles, the work can be best accomplished by a line in five sections:—Hongkong to Luzon, 420 miles; Suez to Guam, 1,280; Guam to the Nadick Group, 1,500; thence to Honolulu, 1,920; and thence to San Francisco, 2,080; making in all 7,200 miles.

The interruptions to which telegraphy is exposed in the tropics, and the greater ones to which it is liable in the icy regions of Russian America and Siberia, render it probable that, ultimately, preference will be given to ocean telegraphy for girding the globe. There are now 153,000 miles of telegraph lines in the world, 3,000 of which are in India, 60,000 in Europe, and 90,000 in America.

MERCHANT VESSELS SOLD FROM THE OPENING OF THE THREE PORTS OF YOKOHAMA, NAGASAKI, AND HAKODADI, 1st JULY, 1859.

No.	Names.	Nationality.	Tonnage.	Price.	Date of Delivery.	Purchasers.
				$		
1	England	British	746	128,000	May 1861	Prince Satzuma.
2	Seuna	Dutch	250	16,000	June 1861	Prince Seudai.
3	Daniel Webster ..	American	263	16,000	Aug. 1861	The Tycoon's Government.
4	C. E. Tilton	,,	448	85,000	Oct. 1861	Prince Tchicusiu.
5	Althea	,,	878	22,000	Oct. 1861	The Tycoon's Government.
6	Armistice........	British	368	34,000	July 1862	Japanese Government.
7	Fiery Cross......	,,	447	130,000	Sept. 1862	Prince Satzuma.
8	Columbia	American	777	95,000	Oct. 1862	Prince Tchicusiu.
9	Governor Wallace	,,	180	14,300	Nov. 1862	Prince Etakosuoi.
10	Lancefield	British	447	115,000	Nov. 1862	Prince Choslu of Nangato.
11	Jinkee	,,	405	150,000	Dec. 1862	The Tycoon's Government.
12	St. Louis	American	1500	88,000	Jan. 1863	Prince Awa.
13	Wanderer........	,,	175	10,000	Jan. 1863	Prince Ossari.
14	Taoutai, Brig	,,	167	70,000	1863	Prince Idsume.
15	Gazelle, Sch......	British	337	100,000	1863	Prince Idsume.
16	City of Hankow..	,,	241	100,000	Feb. 1863	Prince Kanga.
17	Nankin..........	,,	81	42,500	Feb. 1863	The Tycoon's Government.
18	Lanrick	,,	283	20,000	Mar. 1863	Prince Choslen of Nagato.
19	Victoria	,,	94	66,000	1863	The Tycoon's Government.
20	Sir Chs. Forbes ..	,,	138	48,000	1863	Managers Nagasaki Factory.
21	Shantung	American	361	135,000	April 1863	The Tycoon's Government.
22	Ly-e-moon	British	370	105,000	April 1863	The Tycoon's Government.
23	Leemin	,,	181	89,000	April 1863	Prince Aki.
24	Contest	American	532	95,000	April 1863	Prince Satzuma.
25	Shanghai........	British	412	115,000	May 1863	Prince Tosa.
26	Sir Geo. Grey....	,,	492	85,000	May 1863	Prince Satzuma.
27	Water Witch	,,	230	25,000	May 1863	Prince Namboo.
28	Kumsing........	American	..	125,000	June 1863	Prince Hitchigen.
29	Sarah	British	160	75,000	Oct. 1863	Prince Satzuma.
30	Shunglee........	,,	341	100,000	Dec. 1863	The Tycoon's Government.
31	Yangtsze........	,,	850	145,000	Dec. 1863	
32	Foh Kien........	,,	274	75,000	Dec. 1863	Satzuma.
33	Swatow	,,	145	80,000	Feb. 1864	Kurmie.
34	Lotus	,,	461	120,000	May 1864	Satzuma.
35	Stork (H. B. M. S. Beagle)	,,	164	75,000	May 1864	Satzuma.
36	Cosmopolite	,,	..	120,000	..	Higo.
37	Carthage........	,,	500	120,000	Oct. 1864	Hizen.
38	(Illegible)	,,	887	138,500	Dec. 1864	Kishew.
39	No. 1	Dutch	by contract with Netherlands Government, particulars not transpired.			
40	Viola	British	684	95,000	Dec. 1864	Satzuma.
41	Sir H. Parkes....	,,	541	112,000	Nov. 1865	Kanga.
42	Elgin	,,	396	125,000	Dec. 1865	Skuzen.
43	Ayrshire Lass....	,,	67	25,000	Dec. 1865	Skuzen.
44	Union	,,	206	60,000	Dec. 1865	Satzuma.
45	Kinlin	,,	270	75,000	Oct. 1865	Satzuma.
46	Gerard	,,	410	80,000	Dec. 1865	Satzuma.
47	Huntress........	American	333	19,000	Aug. 1865	Satzuma.
48	Star	,,	..	12,500	June 1865	Kanga.
49	Berlin	Prussian	207	11,000	May 1865	Echezen.
50	Brandenburg	,,	800	35,000	May 1865	Japanese Government.
51	Matheil Luce ...	,,	335	35,000	Oct. 1865	Japanese Government.
52	Promise	British	..	80,000	Oct. 1865	Kokura.
53	Pembroke	,,	243	25,000	Dec. 1865	Satzuma.
54	Sarah	,,	160	19,000	Dec. 1865	Satzuma.—Re-sold.
55	Dolphin	,,	306	23,000	April 1866	Hizen.
56	Wild Wave......	,,	..	12,000	May 1866	Komatz.
57	Obratosama......	,,	..	50,000	June 1866	Satzuma.
58	Pembroke	,,	..	20,000	..	
59	Yeddo	,,	370	70,000	July 1866	Hizen.
60	Granada	,,	..	109,360	July 1866	Higo.
61	Eagle	American	..	180,000	Aug. 1866	Japanese Government.
62	Mercury	British	120	30,000	Aug. 1866	Japanese Government.
63	Fairy	,,	70	23,000	Aug. 1866	Prince of Higo.
64	Japan	,,	473	110,000	Aug. 1866	Prince Gayshu.—Payable in three years.
65	Dumbarton......	,,	..	180,000	Sept. 1866	Japanese Government.
66	Kestrel..........	,,	230	60,000	Sept. 1866	Japanese Government.
67	China	,,	..	20,000	Oct. 1866	Tosa.—Steamer "Shanghai" in exchange.
68	Satzuma	,,	281	14,000	Sept. 1866	Lost before delivery was taken.
69	Owari	,,	323	30,000	Nov. 1866	
70	Varuna..........	American	1318	115,000	Nov. 1866	Chosieu.
71	Hercules	British	150	60,000	Nov. 1866	Chosseu.
72	Tapanguyo	,,	517	145,000	Jan. 1867	
73	Nankai..........	..	180	75,000	Jan. 1867	Tosa.
74	Martin White....	American	100	75,000	Nov. 1866	
75	Valetta..........	British	440	..	Feb. 1867	To be paid for in coals.
76	Chusan..........	,,	817	80,000	Feb. 1867	Payable by instalments extending over three years.
77	City of Nantes ..	..	301	55,000	Mar. 1867	
78	Shoooy Leen	..	659	167,000	Mar. 1866	Tosa.—Credit extending over three years.
79	Kaffir Chief	..	187	11,000	Mar. 1867	
80	Spunkie	..	..	..	..	

THE BRICK AND SAW MILL COMPANY.

A meeting of shareholders was held on the 24th instant, Mr. Hanssen in the chair.

The Chairman said the new Company which it had been endeavoured to get up, had found they could not manufacture bricks so as to make a profit, at the price at which the property was offered to them. This was, he believed, principally attributable to ignorance of the Superintendent whom they had engaged. The Church trustees had next agreed to manufacture bricks, paying a seigneurage of Tls. 1.50 per 1000, and keeping the machinery in order. That agreement came to an end in the autumn of last year, after having yielded the Company some Tls. 1,000 or Tls. 1,100. Endeavours had been made to dispose of the property by private sale and there had, at one time, seemed a prospect that the Chinese Government would buy it for an arsenal. They had, however, preferred a site nearer the city. Part of the Saw Mill machinery had been sold, as it was found it could not be used in Shanghai; and the Tls. 1,800 which it produced were used to pay off a portion of the loan from the Hongkong and Shanghai Bank. But interest had since then accumulated and raised the debt to a still higher figure. The cost of the watchman at present employed to look after the property was about $80 a month, and the monthly interest on their loan amounted to about Tls. 200. He thought it would be expedient to get rid of these liabilities by selling the property for whatever it would fetch and, if there were a deficit, calling on the shareholders. The accounts showed a liability of Tls. 16,510.16 against Tls. 900 due by the Church trustees for royalty (since paid) and the land and buildings. Of this debt Tls. 3,116 were due to the Hongkong and Shanghai Bank, the manager of which had received instructions to call it in. This was one imperative reason for selling off the property. If any advantage were to be gained by holding on, it would not be desirable to sell at the present time. But they had held on for two and a half years without improving their position, and he saw no prospect of doing so.

Mr. Fitzroy then proposed and Mr. Gubbay seconded—

That the accounts as made up to 31st March 1867, and presented to the meeting, be passed.

This was carried, and Mr. Holdsworth then proposed and the Chairman seconded.

That the affairs of the Company be wound up without further delay, and that the property be sold at public auction without reserve, within a month from this date.

This also was carried, as was a subsidiary resolution proposed by Mr. Fitzroy and seconded by Mr. Gubbay.

That the Committee appointed at the meeting of the 13th September 1865, be empowered to carry out Resolution No. II passed at this meeting.

Mr. Cowie then proposed and Mr. Chin-sun-lee seconded.

That this meeting be adjourned till further notice.

This was carried, and the meeting separated with a vote of thanks to the Chairman.

Law Reports.

H. B. M. SUPREME COURT.

April 24.

Before Sir E. Hornby.

And Messrs. Daly, Campbell, Evans, Figges and Levy, Jury.

A. Campbell *v.* J. C. Coutts and others (Municipal Council of Shanghai).

The plaintiff claimed Tls. 1,826 damages for wrongful dismissal from the police force. He was unrepresented by Counsel, so at the suggestion of the Chief Judge, his evidence was elicited by questions from the Court.

A. Campbell.—I joined the police force on the 8th September. I had then been in Shanghai two weeks. One of the detectives picked me out from among the inmates of the Sailor's Home, and brought me to Mr. Penfold who admitted me for three months on trial. After the expiration of the three months I entered into agreement (produced) to serve in the force for three years. I served under that agreement to the 31st January, when I got notice that I was to be dismissed, in consequence of an affair that happened on the 15th January. Mr. Penfold said he was sorry for me, and he would give me a certificate to enable me to join the force at home. [Certificate of good conduct, steadiness and sobriety, signed by Mr. Penfold, produced]. I subsequently asked whether I could get my passage home from the Council—Mr. Penfold said no. The result was that I eventually brought this action. [Petition claiming the sum of Tls. 1,826 for wrongful dismissal, read.] I received, under my agreement, the same pay as the other constables. There was no complaint against me prior to the affair with the gentlemen in Mr. Hayes' employ. I have since been out of employ; but am now temporarily attached to the Consulate as constable.

To Mr. Myburgh.—Mr. Penfold gave me a book called the Rules and Regulations of the Shanghai Police Force. I read it. Mr. Penfold explained it to me from time to time, and I always acted as he told me. On the evening of the 15th January I did attempt to take Mr. Reid in custody for firing off crackers. I asked him his name and he struck me, Mr. Smith also struck me. At the time I attempted to take him into custody he did not tell me his name. I did not know where the gentlemen came from till I had been struck.

To a Juryman.—I attempted to take him into custody because he did not tell me his name.

To Mr. Myburgh.—I was held by two of the party, and struck. I did not strike him till he had struck me several times more. I did not strike Mr. Smith till some one threatened to throw me over the bund. My instructions are that when I can ascertain who people are, I am not to apprehend them except for a very serious offence. I am instructed not to make use of my truncheon unless in case of extreme emergency, or I am in danger of my own life. Mr. Penfold told me I would have done much better not to use my truncheon. I was earning £4 a month, on board the *Peter Denny*, as able seaman. I am not fit to work on a ship now.

To Court.—Mr. Johnson told me if I would write an apology for what I had done to Messrs Hayes & Co., he would ask that I might be taken back.

This closed the plaintiff's case.

Mr. Myburgh would not detain the Court long by the observations he had to offer. The whole affair lay in a nutshell. The jury had already heard the terms on which the plaintiff had agreed to serve in the police force; and would have gathered that the Council felt justified in dismissing him from their service in consequence of his conduct on the 15th January.

The Chief Judge here wished to suggest that, had the plaintiff been represented by Counsel, he probably would have been advised to put in evidence the proceedings at the trial which took place before the Assistant Judge, in connection with this case.

Mr. Myburgh would object to their being received. That was a mere summons for assault. There might have been such provocation as justified a magistrate in dismissing the case as against the policeman; and yet sufficient blame attaching to the latter to justify the Council in dismissing him.

The Chief Judge only wanted the Jury to be put in possession of the facts of that trial. Perhaps Mr. Myburgh would not object to refer to them.

Mr. Myburgh would do so, and read the decision then delivered. But the issue before the Jury was, whether the Council were justified in dismissing the man for their service. There was no doubt that they were so in case of disobedience of instructions, or if he had been guilty of such conduct as rendered him unfit for his duties. They would have to consider whether, under the instructions he had received, the plaintiff was justified in attempting to arrest gentlemen for so trivial an offence. The plaintiff declared that the gentlemen in question had not given their address. This would be distinctly denied by Mr. Reid, who would say that he was told they belonged to Olyphant and Co.'s hong. If he (Mr. M.) could succeed in establishing that the plaintiff did know where they came from, it would prove that the plaintiff had been guilty of a clear breach of instructions. Also if he could succeed in showing that he had, on the night of the 15th Jan., assaulted Mr. Reid, it would show clearly that he wa,

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

not a fit and proper person to discharge the duties of his office. It was clear that he lost his temper and inflicted most unjustifiable blows with his truncheon. Even if the gentlemen concerned had chaffed him or made use of bad language, that was no excuse. The duties of a policeman in a settlement like Shanghai were arduous, he admitted. But looking at the difficult position of the Council, it behoved them to give most strict instructions, and constables to act in such a way as not to render their office odious. In the event of the jury finding that there had been no such breach of instruction as would justify dismissal, they must not give vindictive damages. A man was not entitled, as a matter of principle, to full wages for the unexpired term of his services. Looking at the fact that the plaintiff was an able-bodied man, it was for the jury to say what wages he would be likely to earn during the remainder of the time of his agreement with the Council; and if they thought his position with the latter more lucrative, to award him the difference between what he was likely to earn and what he would have earned in their service.

C. PENFOLD, Superintendent of Police.—The instructions are that no one shall be arrested for trivial offences, especially gentlemen who can easily be found, unless they persist in creating a serious disturbance. The truncheon is never to be used except a man's life is in danger, or for the purpose of apprehending a man for felony. These instructions I have communicated to the plaintiff. The rules and instructions which prevail here are generally similar to those prevailing in the police at home. With the exception of his conduct on that night, I had no fault to find with the plaintiff.

To PLAINTIFF.—You asked whether I would give you a certificate. I never told you that Mr. Hayes was the cause of your being dismissed; I have Mr. Hayes could have nothing to do with it. You had a black eye, a mark on the nose and one on the side. I dont know whether Mr. Reid bit you on the nose. You had a mark on the nose. Your cutlass was taken from you to Olyphant's compound.

P. REID, a clerk in Olyphant & Co.—on the evening of the 15th January I went to see a friend off. In pursuance of an old custom we were letting off crackers in Nanking road. I did meet with the plaintiff. He spoke to me, telling me to stop letting off crackers. I told him I wouldn't. I continued firing off crackers. He followed us to the Bund, and then told me he would take me to the Station House, if I didn't stop firing. I did not stop and he attempted to take me. I shook myself loose. I did not strike him at that time. He approached me again as I was bidding Mr. Seaman good bye, and knocked me down insensible. I must have risen almost as soon as I was knocked down. I judge from the circumstances. [THE CHIEF JUDGE.—A sort of Antæan rebound.] Another man was down when I got up.

To a JURYMAN.—The other man rebounded very soon too.

Witness continued.—I then went and pitched into him. I gave him Olyphant & Co.'s address, before he knocked me down. Some one else gave him Olyphant & Co.'s address when he first asked me.

To PLAINTIFF.—You did not ask me for my address until I reached the bund. I did not throw crackers in your face. I wish I had. I did not bite your nose. I don't think any one bit it. I don't recollect your asking me for my address, on the Bund. I deny striking you and calling you an ugly name before you struck me.

E. U. SMITH.—I was one of the party. I did not see the policeman till we got on the jetty. He asked for our address, or said he must take us to the Station House. We eventually gave him our address. He retired. We fired off the remainder of the crackers, and were getting into a boat when he came up, collared Mr. Reid and insisted on his going to the station. Before Mr. Reid could turn round, Mr. Seaman shoved the policeman and the policeman knocked Mr. Reid down. I went to his assistance and the policeman knocked me down too. I was insensible for a second or too. I did not strike him.

To PLAINTIFF.—I did not see Mr. Reid strike you before you struck him. I gave you my address loud enough to be heard. You knocked us down on the end of the jetty. They followed you up and caught you at the opposite side of the bund. I took away your sword myself.

To COURT.—I saw the Constable on the ground; but did not see him knocked down.

OWEN BULLOCK.—I first saw the policeman on Heard's jetty. He remonstrated at our firing off crackers. I told him distinctly twice, before a blow was struck, that if he came to Olyphant & Co he would be answered any question. [This witness gave much the same evidence as the others, as to the circumstances of the assault.] I never struck you. I merely held your truncheon.

This closed the case for the defence.

The PLAINTIFF urged, in support of his case, that he was a stranger in Shanghai and did not know the gentlemen concerned; did not even know their names and addresses till he was summoned before the Court to answer to a charge of assault. He had merely gone by the instructions he received; and it had been proved here before, that he was doing nothing but his duty.

Sir EDMUND HORNBY. Gentlemen of the Jury, I feel I need not warn you against the influence of any prejudice which is sometimes felt against policemen, arising out of the mode in which they sometimes discharge their duty. It is not often an easy one to discharge, as it requires a combination of qualities not often combined in one individual. In this case we have heard of the particulars of the affair which led to the dismissal of the Plaintiff from the force. I am inclined, notwithstanding the evidence adduced to-day, to look rather at the result of the trial in which he was accused of having assaulted certain gentlemen on the 15th day of January. The summons was dismissed by the learned Judge who tried the case. It was to be regretted he used his truncheon; yet great provocation had been experienced by him, and I am inclined to think that, looking at the time of night, and the convivial nature of the party which led to the affair on the Bund, if there was a want of discretion on the part of the Constable, there may have also been a want of very vivid recollection of the exact facts. Be that as it may, however, I quite agree with Mr. Penfold's opinion that the Plaintiff was wrong in using his truncheon and that he ought not to have done so, and for many reasons I regret that he did so. I think also that there was some anger and some violence, and one of the witnesses even now expresses his regret that he did not throw the lighted crackers at and under the nose of the policeman, shewing how strongly he then felt and now feels the latter's interference; but the question before you is not whether the plaintiff was justified or not in doing what he did do, but whether his conduct on this single occasion justified his summary dismissal by the Municipal Council, whether a warning and a reprimand would not have been all that was required. The man has an excellent character from Mr. Penfold and we are all liable to error. It is stated that Mr. Johnson, the Chairman of the Council told the plaintiff that if he would write a letter apologising for having struck the gentlemen, he would get him reinstated in the force. Now, if the man was discharged for unfitnes, an apology would not make him one bit more fit for his post than he was, and his refusal to apologise is not the ground upon which the dismissal is justified. There is no doubt that the man on the occasion referred to was severely punished by the persons he is alleged to have assaulted, and whom he undoubtedly struck. The Council no doubt thought that in the public interests the Plaintiff ought not to remain in the force. Well then they had two courses open to them, to dismiss him at once as they have done, or to have dismissed him, making him some compensation. It is for you to say what course they ought to have pursued. If you think they were, in consequence only of the affair of the 15th of January, justified in saying that showed him guilty of such misconduct as proved his incapacity to remain in the position of a police constable, then you must find your verdict for the Council; if however, you are of opinion that it did not justify that species of dismissal, then you must give the Plaintiff such damages as he is, under the circumstances, fairly entitled to; not vindictive damages, for it must be supposed that what the Council did, was in the interest of the public. They had no feeling against the man, who had, up to the event I have alluded to, conducted himself well. You know what salary he was to have, and a comparatively small sum would be all that is necessary to send him home, to pay his wages since his dismissal, and to compensate him for the loss of a situation, such as he held. It is not a question of anger or haste on the part of the Council, but it simply is one of justification—was the offence one which must satisfy any one that that the man was unfit for his situation? If you think so, find for the Council, if you think it did not demand his summary dismissal, find for him, and compensate him in a spirit of fairness.

The jury retired, and in few minutes returned, having found a verdict for the plaintiff, with 600 taels damages.

The JUDGE called Mr. Superintendent Penfold, and begged that he would warn the force under his command to be careful how they unwarrantably used their weapons, which they were certainly not entitled to do, except in the gravest case of self-defence, and that although the plaintiff had got a verdict with which he fully agreed, it was under peculiar circumstances and could not be held as a precedent. Men were liable to be dismissed and it must, in the public interests be a very strong case, which would disentitle the Council to exercise a discretion and dismiss a man whom they thought unfit. The judge trusted therefore that the force would take this warning as it was meant, and not fancy because a jury had given this plaintiff damages on account of his dismissal—that they were at liberty so to conduct themselves as to merit dismissal and, when dismissed, get damages.

April 26.

REYNOLDS v MEDHURST.

A Report of this case appeared in our issue of the 17th instant. The suit, it will be remembered, was instituted to recover Tls. 6,240, monies declared to have been misapplied by the defendant—when H. B. M. Consul at Shanghai—on the ground that he had received them for the plaintiff's use. Judgment has since been delivered by the Chief Judge, as follows:—

This is an action brought by the Plaintiff against the Defendant to recover as damages the sum of Taels 6,240, under the following circumstances. It appears that on the 30th Dec., 1861, one William Wynter, then carrying on business at Shanghai under the style or firm of Wynter & Co. was the proprietor of two Newspapers known as the "Shanghai Times," and the "Shanghai Daily News," and that to secure a sum of 4,000 taels he gave a bill of sale to Mr. Reynolds which purported to convey to the Plaintiff the printing presses, types, fixtures etc., of the two newspapers as described in a shedule annexed to the bill itself. This bill of sale was given as a collateral security for the payment of a promissory note for 4,000 taels of even date. It appears further that in the month of March 1862, Wynter absconded from Shanghai, leaving liabilities and debts to a considerable extent unpaid and unsatisfied. That during this period and at the date of the occurrences hereafter mentioned, the Defendant was acting as and holding the office of Her Britannic Majesty's Consul at Shanghai, having been duly and properly appointed in that behalf.

That in the month of April in the same year the firm of Wynter & Co., was sued by one Silverthorne in H. B. M's. Consular Court for wages due to him by the firm, and judgment was given in his favor; that other suits were also commenced against the firm and amongst them that of the present plaintiff, and that in his case as in that of the others, judgment was given against Wynter & Co. for the amount claimed (viz. in the plaintiff's case the sum of taels 4,000.)

That the Defendant in pursuance of the Judgments so obtained as before mentioned, caused the entire property in question to be appraised and valued with a view to its realisation for the benefit of the judgment creditors, and that ultimately the property was sold under the judgment, and the proceeds paid into Court and applied in satisfaction of all the judgments except that obtained by the plaintiff.

The exact circumstances under which the sale actually took place is not very satisfactorily established by the evidence. It is clear that so far as a certain Dr. Legge is concerned, he consented to it; but whether the Plaintiff did or not is doubtful; but I do not see how this is material as against the Plaintiff, who appears always to have consistently persisted in his right to have the goods sold to satisfy his judgment. It is however, in evidence that before the sale of the property the Defendant received a notice from Dr. Legge claiming under a Bill of the 10th August 1861, and cautioning the Defendant not to part with the property or any proceeds realised therefrom, and that the Defendant in consequence of the advice of H. B. M.'s Attorney General at Hongkong, remitted to the said Attorney General on the 23rd day of September 1862, a bill or cheque for the purpose of paying off and discharging the amount claimed by Dr. Legge under the alleged bill of sale of 10th August 1861.

On the 17th day of September the Defendant received from the Plaintiff a notice not to part with the proceeds of the execution which he claimed in his character of execution creditor. No suit appears to have been commenced by Dr. Legge, nor was any judgment ever given by the Defendant in respect thereof, neither was the original bill of sale of the 10th of August ever produced, or any proof given of its due execution, and there is no note or record of any bill of sale of Dr. Legge's in the Consular books or any record of any case heard and determined in respect thereof.

It is not pretended but that throughout the whole of the transactions the Defendant acted *bona fide* and without malice, and in the belief that he was executing and not exceeding the povers and authority vested in him by his office and by virtue of the Order in Council of the 15th June 1853 then in force.

These are the principal facts in the case before me:

The main question then that I have to consider is whether, under the circumstances above detailed, Mr. Consul Medhurst is liable to Mr. Reynolds for the sum which he handed over to Dr. Legge? Whether he is so liable on an action of trespass on the case,—in trover or for money had and received, is immaterial; for under the rules of this Court no statement of any particular form of action is necessary, so long as the petition is sufficiently full and explicit for the defendant to ascertain from it clearly in respect of what he is sued.

Is the act then, of which Mr. Reynolds complains, one done by the Consul in his judicial character? in other words, is it a judicial act? or is it one outside that character in respect of which he cannot claim the immunities or the privileges with reference to the limitation of actions contained in the 44th section of the Order in Council 1853, and in the 7th section of the 6 and 7 Vict. Cap. 94? If it is to be considered a judicial act, then the well known rule that a judicial officer cannot be sued for an adjudication made according to the best of his judgment upon a matter within his jurisdiction, and also that amatter of fact so adjudicated by him cannot be put in issue, applies, and he is not liable.

The simple question, then, that I have to determine is, was the paying over of this money a judicial act or the consequence of any judicial act? To determine this it is necessary to look at the facts. It is evident that Mr. Reynolds, in an action brought against a person of the name of Wynter, recovered in the Consular Court of Shanghai, of which Mr. Medhurst was the presiding Judge, a judgment for the sum claimed by him, *i.e.*, Tls. 4,000. It is clear also that, under this and other judgments, a sale of Mr. Wynter's property was ordered. It appears further that Mr. Reynolds had authority to bid at the sale, and that he became the purchaser of the property for the sum of Tls. 5,100, which in accordance with the usual course of proceeding, was paid into the Consular Court. It appears further that, out of this sum, certain of the judgments that I have mentioned, of small amounts due to workmen in the employ of Wynter, and which they had obtained in the same Consular Court, were, with the consent of the plaintiff, satisfied. It may be presumed that, had nothing further occurred, Mr. Reynolds' judgment would have been satisfied out of the balance remaining in the Consul's hands.

It is, however, in evidence that after the judgment obtained by Reynolds and before any actual sale of the property, a Dr. Legge of Hongkong wrote to Mr. Medhurst, informing him that he was the holder of a bill of sale prior in date to that tendered in evidence by Mr. Reynolds, and in this letter notice is given to the Consul not to part with the money. Mr. Medhurst then appears to have applied to the Attorney General at Hongkong for advice, as to whether he would be justified in handing the proceeds of the sale to Dr. Legge. It does not clearly appear what was the exact nature of the Attorney General's advice, or how far it was followed by Mr. Medhurst; but the fact is clear that Mr. Medhurst did hand over the money to Dr. Legge shortly before he left Shanghai for England. There is no record of any claim duly filed by Dr. Legge: there is no record of any communication of such claim to Mr. Reynolds, although he appears from conversations with Mr. Medhurst, shortly before the latter's departure, to have been informed of Dr. Legge's letter. It is certain that there was no decision on the subject of the claim, nor indeed are there any minutes with respect to it; and Mr. Medhurst does not pretend that he paid over this money in consequence of any enquiry into the merits of the claim, or in respect of any adjudication made by him upon it. Indeed it appears clear that, although the claim, such as it was, made by Dr. Legge, is stated to be founded on a bill of sale, no bill of sale was ever proved to have been made by Wynter to Dr. Legge, or was ever established by evidence such as is usually required in cases where actions, suits, or claims are brought upon written documents.

This, then, is not the case of a judicial officer deciding between rival claims, nor is it the case of an interpleader issue. There was absolutely no evidence of Dr. Legge's bill of sale except the latter's assertion that he held one, and to this moment no evidence has been produced. Dr. Legge cannot therefore be said to have ever been before the Consular Court. And it may be, for all that is known to the contrary, that Dr. Legge's bill of sale is improperly executed; or it may be void by the laws of Hongkong; or that he would fail in establishing the identity of the goods which passed by it.

It may be taken, then, that Mr. Medhurst, having given judgment in Mr. Reynolds' favour on a claim made by him against Wynter, and having taken and sold in execution the goods of Wynter, handed over the proceeds of these goods to Dr. Legge, on the the latter's mere statement that he held a bill of sale. Am I, therefore, justified in saying that this handing over to Dr. Legge was a judicial act performed under the authority conferred on Mr. Medhurst by Sections 12 & 13 of the order in Council 1853? I have carefully looked into all the cases cited at the Bar,—those cited by the learned Counsel for the Defendant viz:—*Gwinne* v. *Poole* 2 *Sutio.* 1560, *Hammond* v. *Howell*, 2 *Mod.* 218, *Carr* v. *Mountain*, 1 *Scott. N. R.* 132, *Metcalfe* v. *Hodgson*, *Hutton* 120, *Calder* v. *Halket* 3 *Moo. P. C. C.* 28—are all of them cases, in which the Defendants being judges of Courts of Record issued judicial processes, some on insufficient grounds, and in others they exercised an unsound discretion. Still the issueing of these processes improper as they may have been were clearly judicial acts, and within the jurisdiction of the judges making them. In the case of Garry v. Ferrand 6. B. & C. 611, the Coroner removed the plaintiff from the place where an inquest was being held, and although in that case there was no written evidence of a judicial act, still it is clear that the removal of any one by the order of the presiding Judge of a Court, is a lawful act and one within his jurisdiction, and for which he is not responsible in a civil action. In the cases cited by the Counsel for the plaintiff, I find that where a defendant claims to act judicially under the authority conferred upon him, it must be shown that his action was not within the authority by which alone his judicial power is created. In the case of Lowndes v. Edwards (4 B. and Add. 611) the defendant was held liable because he committed the plaintiff to prison orally, without any warrant in writing, and there kept him beyond the time reasonably required for making out a warrant; and he was so held liable because the statute under which the committal was made, also enacted that the authority so created should be exercised by making a warrant in writing. In the present case the judicial power of the Consul to hear and determine civil cases between British subjects is conferred by the 12th section of the Order already referred to; and it is evident that he can only exercise it in conformity with the provisions therein contained. By the 28th section it is ordered that a minute of the proceedings heard and determined by the Consul in pursuance of the order, shall be drawn up and signed by him, and such minutes shall be preserved in his public office. Section 37 gives power to the Chief Superintendent of Trade to establish Rules of Practice to be observed in Consular Courts, and on reference to these Rules I find that the 20th provides that such minutes shall be taken by the Consul, in each case, as may be necessary for

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

the due adjudication and record thereof, and such minutes are to be signed with the Consul's name so as to form a proper record. It appears farther from the 13th Section of the same Order in Council that, whenever a suit of a civil nature is brought before a Consul for decision, provided the sum sought to be recovered shall exceed $500, the Consul shall hear the case with Assessors; and in the preceding Section there is a provision that when the sum in dispute shall exceed $1000, an appeal shall lie to the Supreme Court at Hongkong.

Now in the present case it is clear that a suit or rather a claim of a civil nature had been adjudicated upon by the Consul in favour of Mr. Reynolds, under the provisions of the Order in Council, and a sale of the property of the Defendant in that action had been ordered by the Court to satisfy the judgment obtained and had taken place. So far the proceedings were formal. But it is difficult to see what action of a judicial character was taken by the Consul on Dr. Legge's letter. There are no minutes of any proceedings with reference to it, there is no record of it. The claim itself, which was undoubtedly of the nature of a civil suit, was not heard and determined in accordance either with Sections 12, 13 or 28 of the Order in Council; no assessors were summoned; neither was it possible for the Plaintiff if it were ever intended he should be a party to such suit,—for there is no evidence of the service or communication of any claim to him—to have availed himself of the provisions with reference to appeal. The money was not handed over to Dr. Legge in consequence of any adjudication in his favour. nor was any order made by the present defendant or sealed with the seal of his Court or otherwise made by him in the matter. Can I, then, say that it was an act of a judicial nature, or such an act of a judicial character as would cure any irregularity or error, or be dispunishable by ordinary process of law?

The order in Council creating the jurisdiction of the Consul provides that certain proceedings shall be taken and certain formalities observed; that none were observed so far as Dr. Legge's claim is concerned, is established by Mr. Medhurst's own evidence. He acted he says under the advice of H. M.'s attorney General in Hongkong, whose duty it then was, apparently, to advise H. M.'s Consuls when appealed to. Moreover when a judge of a Court claims immunity by reason of his having acted judicially, the only evidence of his having so acted is the Record itself (see dictum of Sir William Erle in Kempe v. Neville,) and in the case before me there is no record of any kind.

Mr. Medhurst's action really amounts to this that, having the proceeds of certain property sold under certa[illegible] judgments, some of which had been satisfied out of such proceeds, he upon a mere intimation that another person claims the proceeds, acting, as he says, under the advice of the Attorney General, hands over to such person the balance remaining in his hands. I cannot say that such an act was done in the exercise of judicial authority, because it appears to me to have been done, not only not in accordance with the provision of the Order in Council which conferred the authority, but also in disregard of the rule of procedure framed by the Chief Superintendent of Trade for observance by Consuls in respect to civil proceedings before them.

If I am right in this holding, it follows that the Consul cannot avail himself of the Limitation of action clause No. 44 of the Order in Council and section 7 of 6 and 7 Vic., because both the clause in the Order in Council and the Section of the Act merely refer to things done in pursuance of the power or jurisdiction conferred by the one or the other.

I have no doubt Mr. Medhurst, acting, as he states he did, under the advice of the Attorney General, did what he thought he was justified in doing; but this alone will not convert an act into a judicial act when it cannot properly be brought under that character. There is no suggestion, nor can it be conceived for a moment that Mr. Medhurst acted maliciously or other than *bonâ fide*. He has received no benefit, and it is evident that he never sought to receive any. Nevertheless I cannot do otherwise than hold him responsible for money which came into his possession in consequence of an act of judicial authority, and which he appears to have handed over to a person who, so far as he knew, had no proved title to it, and to whom it was certainly not given under or by virtue of any judicial proceeding.

In the course of the trial of this case before me, I refused to admit a document tendered by the Counsel for the defendant, as the original of Dr. Legge's bill of sale. There was no evidence offered of its authenticity, and in the absence of any record of which, if ever put in suit it might have it formed part, or in which it was mentioned, I did not see how it could affect, or be allowed to affect, the present plaintiff's claim.

While however I feel bound to give my judgment in favour of the plaintiff on the question of the legal liability of the defendant for the amount of Tls. 4,000 with interest thereon at the rate of six per cent. I am by no means certain that much benefit will result to him, for as regards the Tls. 2666.67 handed over to Dr. Legge, if it should appear that Dr. Legge's Bill of Sale is a valid one and is entitled to priority over that held by the plaintiff. It would be a manifest injustice to make Mr. Medhurst pay to Mr. Reynolds a debt owed to the latter by Wynter & Co., but which, in consequence of the validity of Dr. Legge's mortgage on the property sold, there exists nothing out of which it can be paid. I think Mr. Medhurst is entitled, if he apply for it, to a stay of execution, so far as regards the sum of 2,666.7 taels until the question of the validity of Dr. Legge's Bill of Sale is decided, for if it passed all the property in the good sold to him, then the proceeds were his, and could not be properly applied in satisfaction of the judgment debt, and Mr. Reynolds is not in a worse position, quoad this sum, than he would have been if the point had been at the time as it ought to have been, judicially decided in 1862, and if the alleged Bill of Sale was and is invalid, then Mr. Reynolds will be entitled to the whole amount of the verdict. I shall of course, if an application is made by the defendant, put him under terms as to time, and it will be for him to call upon Dr. Legge to substantiate his Bill of Sale. This course is perhaps unusual, but it is to be remembered that this Court is also a Court of Equity; and it would be a manifest injustice to call on Mr. Medhurst to pay Mr. Reynolds a sum of money which, unfortunately for Mr. Reynolds, he might never have been, under the circumstances, in a position to recover.

It is a satisfaction for me to know that there is a higher tribunal, empowered to review and correct any error into which, in pronouncing this judgment, I may have fallen. The law library of this Court is so small that I have not been able to consult in the full reports many of the cases cited, or which I have found referred to in the text books. As I have already showed, although I cannot in law relieve Mr. Medhurst from the responsibility he has incurred—he is entirely absolved from having acted arbitrarily or in any manner in bad faith. The plaintiff himself has very properly repudiated any idea but that Mr. Medhurst thought he was doing what was right and proper for him to do. He appears to have consulted the Attorney General, as by his instructions he was told to do in all matters of difficulty, and if, as I have no reason to doubt, he followed the advice given, he is relieved from all blame in the matter.

It may perhaps be as well that I should again allude to the universally admitted rule of law, that Judges of Courts of record are not civilly responsible for acts done in the exercise of their *judicial authority*, in order to prevent any misapprehension either on the part of Consuls exercising judicial functions, or of suitors in their Courts. "Liability" says Justice Mayne in the case of Taafe v. Downes "in a judge, to every man's action, for every judicial act a judge is called upon to do, is the degradation of a judge; and cannot be the object of any true patriot, or honest subject. It is to render the judges slaves in every Court that holds pleas, to every Sheriff, Juror, Attorney and Plaintiff. If you once break down the barrier of their dignity, and subject them to an action, you let in upon the judicial authority, a wide, wasting and harrassing persecution, and establish its weakness in a degrading responsibility."

April 25.

Before C. W. Goodwin, Esq.

Maccall v. Campbell.

Judgment had been given against the defendant in this case on the 28th March, for Tls. 100 and $47. The plaintiff had called twice during the term of ten days that had been allowed for payment, but had not been paid. In reply to questions by the plaintiff.

Donald Campbell said.—I have no money in the Chartered Mercantile Bank, to my knowledge. I think I have drawn it all out. I have no money in any other bank in Shanghai at present time. I have sent between Tls 6,000 and 7,000 home, within the last month, to people I was indebted to. I have drawn upwards of Tls. 6,000 from the Municipal Savings Bank, during this last month.

To Court.—I can't say when I drew this money out. I think it was in April. I think I drew it after I appeared in Court. I swear I sent the money home to parties to whom I was indebted. I sent it to David Campbell. He lives in Cardross. I am one of the Campbells of Cardmoor. They grow turnips there. I did not order a cargo of turnips. He sent out brandy. 150 cases came to me in the *Min*. I sent the money by a bill, through the Hongkong and Shanghai Bank. I have not the second or third of exchange. Mr. Maccall made the pace too fast; I could not get past the post. That has caused all the bother. I have only ½ dollar, (pulling it out.) I have some clothes. The "Argyll Arms" has been converted into a new house. My books of accounts were sold; Mr. Saunders ejected me without a stamped warrant. The books may be in the place yet.

It was here stated that the execution of a distress warrant on the defendant had produced Tls. 11, which had been paid to his landlord.

The Court adjourned the case till Saturday next, for the production of the defendant's books, and of evidence regarding the remittance of the money through the Hongkong and Shanghai bank.

Mr. Campbell begged the Court to put it off till the begining of the week, as he had intended going to *Ningpo*; but the Court declined.

IN BANKRUPTCY.

Before C. W. Goodwin, Esq.

April 23rd.

Re W. Church.

At a final meeting of creditors held to-day, Mr. Cheshire proved a claim of Tls. 50, for making up the bankrupt's accounts—admitted.

Mr. Lawrance, for the Commercial Bank, claimed Tls. 918.49, balance of account with the bankrupt—admitted.

The Official Assignee stated that Tls. 2289.42 stood to the credit of the estate. Claims had been proved to the amount of Tls. 15,734.96. This allowed a dividend of 14.50 per cent, which was agreed to by the creditors present.

Re H. C. Cammidge.

April 25.

No creditors appeared in this case and no proceedings were, therefore, taken.

Translation.

H. P. M. CONSULATE.

12th April.

R. Francis v. Messrs. Overweg & Co.

Before A. Tetterboen, Esq.
H. P. M. *Consul General.*
„ W. Probst, Esq., } *Assessors.*
„ O. Booth, Esq., }

The Court has decided after hearing of the case—

1. That the lease between the parties of the 9th March 1865 is to be considered as cancelled, and that the defendants are bound to vacate the premises in question;

2. That defendants shall pay to plaintiff the rent in arrear to the 1st of March 1867, viz: 475 £ Sterl., and defendants shall furthermore pay to plaintiff the sum of 42 Taels, being monthly rent for the premises from the first of March last until the premises are relinquished;

3. That both plaintiff and defendants be nonsuited with regard to their respective other claims;

4. That ⅔ of the costs of this suit be borne by plaintiff and ⅓ by defendants, each party paying their own counsel and witnesses.

Arguments.

Defendants are lessees of the premises belonging to plaintiff; the latter claims the rent for the half year payable postnumerando due on the 1st of March to the amount of 475 £ Sterl. and 600 Taels, besides a further sum of 600 Taels, which last named amount defendants owe to plaintiff as acknowledged according to judgment of the Supreme Court against them, delivered nearly a year ago, defendants being at that time under British protection. Defendants deny their liability for payment of these sums claimed, pleading they have a much higher claim on plaintiff. In the night of the 30th to 31st of January last, a part of the godown attached to the dwelling house and being the greatest part of the premises in question, fell in, and destroyed a great deal of the merchandise stored in the godown, a fact which is not disputed. The claims for these damages are specified by defendants to the amount of Taels 5,038.65c and 618 Tls. 31c. Defendants therefore pray to consider their lease cancelled and to reject the claims of Plaintiff. Plaintiff alleges that the falling in of the godown has been occasioned by the heavy weight of merchandize on the upper floor, contrary to the stipulation of the lease and therefore a fault on the part of Defendants; whilst defendants assert that the accident has been occasioned through the bad construction of the building, of which plaintiff has been well aware; therefore the plaintiff is, as they conclude, bound to indemnify them for their loss in full.

Minute investigation of the facts, especially the evidence of the witnesses and architects, did not prove clearly either of these assertions; it has been moreover clearly proved, that the falling in of the godown has been a natural accident, and so the loss must be sustained by the actual respective owners. A claim for damages by defendants is therefore unfounded, especially as they are not the owners of the damaged merchandize and have not made good these losses to others. The Court finds it justified that the lease between the parties should be cancelled at once, as prayed by defendants, as all facts and the Survey reports of the architects have fully proved that the premises are at present unfit for the purposes of the contract, (common civil law of Prussia 383 part I Lit 21).

As to the foregoing, a further claim of the defendants for damages has not been proved, they are bound to pay the rent due with the deduction of Tls. 600, which amount the Court considers a reasonable compensation for the loss of the godown and the expenses and trouble connected with it. From the first of March to the day of vacating the premises the rent has been fixed by the Court at the fourth part of the whole amount, viz. 42 Taels per month.

In regard to the 600 taels due to plaintiff by defendants according to a judgment of the British Supreme Court, this court refuses to give any opinion, as the question has been already decided by a competent judge. It would be the duty of the Plaintiff to apply for fulfilment of that judgment to the judge who has delivered it.

The distribution of costs has been decided according to order of law suits § 3 T. 23.

CALIFORNIAN SILK.

(Japan Times.)

Another result of the establishment of the (Pacific Mail) line would seem to be the introduction of Californian leather into Japan, $10,000 worth having been ordered from San Francisco for the use of the Shogoon's army. This and the silk growing experiments are pleasing evidences of the probable success of this great experiment. In common with many who have acquired the habit of dealing with "facts and figures" we have been inclined to think that—*per se*—the line must, for some time, prove a loss to the shareholders. Those who have opposed our opinion, maintain that the line will *make trade*, and certainly symptoms may be remarked already of a desire on both sides of the Pacific to enlarge the old means of intercourse between its shores. None will be better contented than ourselves at the falsification of our prophecy that the line of the P. M. S Co. between San Francisco and China would prove a monetary failure—if its success is to be brought about by such means as the creation of new branches of trade. With regard to that first mentioned, it is certain that, in one most important point, Californian silk exporters will have a great advantage over us. They will have the culture in their own hands—and the extent of their crop, the quality of its reeling and its consequent value, will never be controlled, either by the combination of silk guilds or the pernicious interference of governments. We have never had *fair* play, either here or in China, nor are we ever likely to have it, until Europeans are allowed to take silk farms up the country, and have free intercourse with the natives. Then can be brought into play, to assist great natural capabilities, the important aids of European intelligence, experience and capital—the introduction of which into the cotton fields of India has so rapidly and materially improved the plant. Here rumours are first made current that a particular year's crop will be short: the Government, or a licensed company of monopolists, by locking up part of the produce, ensure the fulfilment of the prophecy; prices rise and quality falls, until foreign silk shippers find, as they are doing at the present moment, that their export is getting out of favour at home from its rapidly deteriorating colour, size and evenness.—all the profits resulting from the fancy prices they have paid for a bad article go into the pockets of the natives, and they are left to bear an exceedingly well-deserved loss of three or four shillings a pound. We need not enter into the causes which have affected the home markets, the reckless speculation, the crying evil of permitting brokers to trade, &c. What we have to do with is the markets in the East. And certainly, so long as such proceedings as those of the Shanghai Silk Guild, in the case of Jardine, Matheson & Co. v. Da Chung, are possible in China; and, here, constant interference by our foreign Ministers necessary to check similar improper interference by the native governments themselves, successful trading is rendered almost impossible, and the rivalry of California, at which silk men are naturally inclined at present to smile, may in course of time, become a serious reality.

Vessels Spoken.

"Anna Dorothea," for Shanghai, Jan. 6,—27 S., 29 W.
"Star of China," London to Shanghai, Feb. 17,—49 N., 10 W.
"City of Aberdeen," London to Shanghai Jan. 22,—12 S., 32 W.

MONETARY AND COMMERCIAL.

SHARES AND STOCKS.

Banks.	Shares	Paid up.	Latest Quotn	Dividend.
	£	£	£	£
Comptoir d'Escompte de Paris	20	20	..	13 p.c.
Chartered Bank of India, Australia and China	20	20	18	5 p.c.
Chartered Mercantile Bank of India, London and China	25	25	34	10 p.c.
Hongkong and Shanghai Banking Corporation	$125	125	115	1 p.c
Oriental Bank Corporation.	25	25	43	12 p.c.

Commercial Cos.	Tls.	Tls.	Tls.	
Shanghai Dock Co.	500	500	150	6 p.c.
Shanghai Club	400	400	Nil.	None.
Shanghai Gas Co.	100	100	60	„
Hongque Wharf Co.	1,000	1,000	51	„
Shanghai Wharf Co.	1,000	1,000	50	„
Shanghai S. N. Co.	1,000	1,000	925	8 p.c.
S. Brick & Saw Mill Co.	500	500	Nil.	None.
S. Tug & Lighter Co.	850	850	25	„
Shanghai Horse Bazaar,	50	50	0.75	„
French Gas Co.	50	50	45	„
China Fire Insurance Co.	5,000	500	600	10 p.c.
North-China Insurance Co.	3,000	1,000	1,500	..

TERMS FOR ADVERTISING.—To Subscribers. Ten Lines and under, *One Tael*:—each additional line, *One Mace*. One-half of these charges for repetitions. Contracts may be made for 3 months, or longer, *payable in advance*.

☞ *Advertisements will be repeated unless countermanded.*

ORDERS.—From other ports, for Subscription and Advertisements, must be accompanied by a reference for payment in Shanghai, or they cannot be attended to, in consequnce of the inconvenience of collecting small sums at distant places.

PRICE OF THE *NORTH-CHINA HERALD AND MARKET REPORT.*—Per Annum, *Twelve Taels*;—Six Months, *Six Taels*;—Three Months, *Four Taels*;—*all payable in advance.* Single Numbers, 2 *mace* 5 *cand.*—Five Copies, *One Tael.* Subscriptions will be considered as renewed, unless notice to the contrary be given before the expiry of the current term.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

Shanghai Tea and Cotton Returns for Season Commencing June 1, 1866.

From Imperial Maritime Customs.

TEA

TO HONGKONG AND COAST PORTS.

Ship.	Cleared.	Destination.	Congou.	Dust.	Brick.	TOTAL BLACK.	Japan Unclassed.	Young Hyson.	Hyson.	Hyson Skin.	Twankay.	Imperial.	Gun Powder.	TOTAL GREEN.
Total of last Report			10847.83	733.75	27458.06	39039.64	..	75.96	1354.52	..	..	24.50	82.42	1537.40
Nanzing	April 18	Tientsin	617.59	..	..	617.59	..	..	..	..	..	..	..	..
Shaftesbury	" ..	"	..	..	6440.33	6440.33	..	..	..	..	..	..	..	..
Ying-tze-fei	" ..	"	510.00	..	..	510.00	..	..	..	..	..	..	..	..
			..	..	..	..	..	..	..	..	..	..	..	..
			..	..	..	..	..	..	..	..	..	..	..	..
			..	..	..	..	..	..	..	..	..	..	..	..
			..	..	..	..	..	..	..	..	..	..	..	..
		Total	11975.42	733.75	33898.39	46607.56	..	75.96	1354.52	..	..	24.50	82.42	1537.40

COTTON.

Ship.	Cleared.	HONGKONG. Export.	HONGKONG. Re-export.	HONGKONG. Tran-shipped.	COAST PORTS. Export.	COAST PORTS. Re-export.	COAST PORTS. Tran-shipped.	JAPAN. Export.	JAPAN. Re-export.	JAPAN. Tran-shipped.	TOTAL. Piculs.
Total of last Report		6454.19	3980.76	324.00	55054.90	2638.00	..	31001.76	4881.69	..	101906.46
Maria	April 16	..	..	..	..	196.00	..	..	..	..	196.00
Fort Regent	" ..	..	..	..	33.20	..	..	..	..	..	33.20
		..	..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..	..	..	..	..
		..	..	..	..	..	..	..	..	..	..
Total		6454.19	3980.76	324.00	55088.10	2834.00	..	31001.76	4881.69	..	102135.66

SHANGHAI, APRIL 27, 1867.

THE Mail of the 11th March arrived the day following the departure of the outward Mail steamer of the 23rd.

With the exception of the *J. H. Schwenson* from Cardiff, on the 22nd, the arrivals since last issue, have been only from the Coast Ports, and Japan.

SOFT GOODS.—For GREY SHIRTINGS the Market has been quiet, and though quotations are not lower, the tendency of prices seems to be in favour of buyers.

WHITE SHIRTINGS.—In request.

T-CLOTHS.—Continue in demand the better kinds still enquired for.

DYED GOODS.—Weaker with very little business.

WOOLLENS.—There is but little change to note. SPANISH STRIPES have continued in demand, and sales of HH are reported to foreign buyers at 67 c. per yard. The Chinese market is slightly below this figure.

Other Goods show no material alteration.

METALS.—IRON.—Small sizes still in demand at Tls. 2.55 *a* 2.58.

TIN PLATES.—Saleable at Tls. 4.70 *a* 4.80 per box.

COALS.—The *J. H. Schwenson* arrived on the 22nd, prices as last quoted, supplies unequal to demand.

STRAITS PRODUCE.—Sells readily. Sapan and Sandal Woods may be quoted 2 to 3 mace higher.

SUGAR.—Demand lessened, and sales favour purchasers. Offers are made, but at a reduction of 2 to 3 mace on both Whites and Browns, 4,000 to 5,000 piculs have been shipped to Nagasaki, and parcels are being sent up to the River ports.

SILK.—Since the mail left there have been no transactions; prices consequently are quite nominal. The unsold stock is reduced to 50 Bales medium to inferior Tsatlees, and Kershings. A few small parcels of Tsatlee from the "Ling-Ho" district are expected down before the departure of the mail steamer. The reports from the interior are satisfactory regarding the new crop, the worms are said to be healthy, and thus far there has been a fair supply of leaf, notwithstanding the high prices demanded by the growers.

TEA.—There has been little or no business doing during the week. The only transaction in Congou is the settlement of a small chop of Hohow at Tls. 16, a price showing a loss on last London quotations. In Green Teas some 1,700 half-chests have been sold, chiefly common and dusty Tekhing and Fychow Teas at 20½ to 22, with two parcels fairish Tekhing at 27 and 29½. Prices are again easier, owing to the anxiety of Teamen to realize, but some holders have commenced shipping off their stocks on their own account. Little disposition has been shown to purchase, and it is to be hoped that Teamen will be compelled to hold some of their stocks over to the new season, a proceeding which would doubtless have a most favourable influence on the opening rates.

TIENTSIN, APRIL 17, 1867.

A Tientsin circular dated April 17th, says:—A large business is being daily done by the inland traders in all kinds of manufactures at our quotations, but as importers are eager to quit their goods, prices do not, unfortunately, improve. The Shanghai auction-sold drills (damaged) are now being sold here, and causing sound drills to be neglected. Lead, Tin plates, Steel, Quicksilver, and window glass are in good request, and are being readily sold. *Japanese produce* easily finds buyers at our figures The opium market still remains dull and prices are giving away. *Tonnage* is not in request at present.

REES GLANMORF'S ORIENTAL CIRCULAR,

AND JOURNAL OF

OFFICIAL, COMMERCIAL, & HOME INTELLIGENCE for INDIA, CHINA, and the EAST. Issued on the 10th and 26th of each Month, price 18s. per annum, contains, Full Particulars of OFFICIAL ANNOUNCEMENTS, CIVIL SERVICE, MONETARY and COMMERCIAL MATTERS, PRICES CURRENT, and Everything Transpiring in England or abroad of Interest to Merchants and Residents in the East.

PROPRIETORS,

REES GLANMORF & Co., Merchants.

Chapel Place, Poultry, London, E.C.

Published at 4, Old Jewry, London, E.C.

Agents for Shanghai,—

Messrs. LANE, CRAWFORD & Co.

17jy 2796 February 19th, 1867.

NISSEN & PARKER,

ENGRAVERS, 43, MARK LANE, LONDON.

Bank Notes, Cheques, Drafts

CERTIFICATES, BONDS, SHARE PLATES.

Bankers and Merchants Account Books,

ALL USUAL PATTERNS SUPPLIED FOR

Joint-Stock Banks and Public Companies.

GENERAL EXPORTERS

To the East and West Indies, China, and South America, of

Saddlery, Fire Arms, Clothing, Plated Ware, Musical Instruments, &c., &c.,

For Sale or Consumption.

tf 737 Shanghai, 8th September, 1866.

SOLID MAHOGANY FURNITURE

FOR INDIA, CHINA, AND THE COLONIES.

HEAL & SON

are Manufacturing, ESPECIALLY FOR USE IN EXTREME CLIMATES, Bed-Room Furniture, which is entirely free from Veneer.

IRON AND BRASS BEDSTEADS

suitable for all parts of the World. Their stocks consists of 2,500 Bedsteads.

HEAL & SON'S PATENT HORSEHAIR MATTRESS.

The Patent is for preventing the material from felting into a mass, and is especially suited for warm climates.

ILLUSTRATED CATALOGUE FOR INDIA, CHINA, AND THE COLONIES,

of Bedsteads, Bedding, and Bed-Room Furniture, sent Free to every part of the World to which there is Book Post.

HEAL & SON,

BEDSTEAD, BEDDING, AND BED ROOM FURNITURE MANUFACTURERS,

196,197 & 198, Tottenham Court Road, London, W.

** Remittances and orders must be made payable in London.

3oc-67 1292

BRIGHT CHARCOAL IRON WIRE,

"STAR-BRAND,"

TO BE HAD ONLY OF

HEINTZMANN & ROCHUSSEN,

23 ABCHURCH LANE,

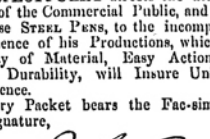
LONDON.

17no-67 1448 Shanghai, 16th Nov. 1866.

By Royal Command

STEEL PEN MAKER TO THE QUEEN.

JOSEPH GILLOTT,



VICTORIA WORKS, BIRMINGHAM.

RESPECTFULLY directs the attention of the Commercial Public, and of all who use STEEL PENS, to the incomparable Excellence of his Productions, which, for Quality of Material, Easy Action, and Great Durability, will Insure Universal Preference.

Every Packet bears the Fac-simile of his Signature,

Jos. Gillott

They can be obtained Retail of every Dealer in the World; wholesale at the Works, Graham Street, Birmingham; and at the Branch Establishments, 91, John Street, New York; and 37, Gracechurch Street, London. [23no 1611—67

TELEGRAMS TO EUROPE PER INDO-EUROPEAN, MALTA AND ALEXANDRIA AND MALTA AND TRIESTE LINES.

THE Undersigned beg to tender their services for receipt or transmission of Telegrams by the above lines.

J. GIBSON THOMSON & Co.,
Agents for Reuter's Telegram Company, (Limited)

Point de Galle, Ceylon, Sept 21st, 1865.

tf 650

OAKEY'S NON-MERCURIAL SILVER-SMITH'S SOAP.

Surpasses all other articles for Cleaning and Polishing Silver, Electro Plate, &c.

Tablets 6d. each.

Trade Mark.

JOHN OAKEY & SONS,

MANUFACTURERS OF THE WELLINGTON POLISH INDIA RUBBER KNIFE BOARDS, EMERY, BLACK LEAD,

CABINET GLASS PAPER, EMERY & GLASS CLOTH, &c.,

Scotch, French, London, Russian & other Glues.

Wellington Mills, Blackfriars Road, LONDON, S.

2Sau 2315 Shanghai, 23rd Feb., 1867.

FIELD GLASSES.

BURROW'S BINOCULAR, FIELD, and SEA GLASSES. *Finest Quality. Specially mounted to stand climate.* £3 13s. 6d., £6 6s., £8 8s. Power in proportion to Price.

Aluminium Glasses,

Extremely light.

£10 10s., £14 14s., £16 16s., £18 18s.

The Large Glass at £18 18s. (6 by 5 inches) is one of the most POWERFUL yet made.

Address, with Remittance,

W. & J. BURROW, MALVERN, ENGLAND.

Telescopes, Opera Glasses, Aneroid Barometers, &c.

CAUTION.—BURROW'S Glasses bear their Name and Address.

To order through Messrs. SMITH, ELDER & Co., or Messrs. GRINDLAY & Co.

17ap 1868

At the North-China Herald Office.

Bills of Lading per ship.
Charter Parties.
Powers of Attorney, and Wills.
Protests.
Compradore Check Books.
Shipping Orders, in Book.
Bills of Exchange, in Book.
Blank Forms of Custom-house Permits for Shipping and Lading Goods.
Shipping Article.
Bill of Sale.
Declaration of Ownership.
Ship's Wages List.

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.

DINNEFORD'S FLUID MAGNESIA.

FOR Thirty Years the Medical Profession have approved of this pure solution as the best remedy for

Acidity of the Stomach, Headache, Heartburn, Gout, and Indigestion,

And as a mild Aperient for delicate constitutions, especially adapted for ladies and children. When combined with their

Acidulated Lemon Syrup

It forms a most agreeable effervescing draught, which is both a gentle aperient and grateful febrifuge.

In hot seasons and hot climates the *regular* use of this simple remedy has been found highly beneficial.

IT IS PREPARED BY

DINNEFORD & Co.,

Chemists, &c.

172, New Bond Street, London.

Sold by all respectable Chemists throughout the World.

Agents in Shanghai Messrs. Watson, Cleave & Co.

CAUTION.—See that "DINNEFORD & Co." is on each bottle and red label over the cork.

21de-67 1771 December 22nd, 1866.

PICKLES, SAUCES, JAMS, &C.,

(FREE FROM ADULTERAITON),

MANUFACTURED BY

CROSSE & BLACKWELL,

Purveyors to the Queen,

SOHO SQUARE, LONDON.

CROSSE AND BLACKWELL'S

Renowned first-class Manufactures are obtainable from every respectable Provision Dealer in the World.

Purchasers should see they are supplied with C. & B.'s genuine goods, and that inferior articles are not substituted for them.

To insure thorough wholesomeness, their Pickles are all prepared in Pure Malt Vinegiar boiled in Oak Vats, by means of Platinum Steam Coils; and are precisely similar in quality to those supplied by them for use at

HER MAJESTY'S TABLE.

C. & B. are Agents for Lea & Perrins' Celebrated Worcestershire Sauce, and are Manufacturers of every description of Oilmen's Stores of the highest quality.

705 21ap April 21st, 1866.

WELLINGTON KNIFE POLISH.

SURPASSES ALL OTHER ARTICLES FOR CLEANING AND POLISHING CUTLERY, ETC.

JOHN OAKEY & SONS,

MANUFACTURERS OF

Emery, Black Lead, Cabinet Glass Paper, Emery and Glass Cloth, INDIA RUBBER KNIFE-BOARDS, Silversmiths, Soap

For Cleaning and Polishing Silver, Electro Plate, Plate Glass, &c.

SCOTCH, FRENCH, LONDON RUSSIAN, AND OTHER GLUES.

WELLINGTON MILLS,

Blackfriars Road, London, S.

20jy—67 689 May 19th, 1866.

LEA & PERRINS'

CELEBRATED

WORCESTERSHIRE SAUCE,

DECLARED BY CONNOISSEURS TO BE THE ONLY GOOD SAUCE.

Caution Against Fraud.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA & PRRINS' SAUCE,

and to see that their names are upon the *wrapper, labels, stopper, and bottle.*

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against *Manufacturers* and *Vendors* of such, or any other imitations by which their right may be infringed.

Ask for LEA & PERRINS' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester; Crosse and Blackwell, London, &c., &c.; and by Grocers and Oilmen universally.

19ja 2044 January 19th, 1867.

SHANGHAI SHIPPING INTELLIGENCE.

(SINCE REPORT PER LAST MAIL.)

ARRIVALS.

Date.	Ship's Name.	Flag & Rig.	Tons	Captain.	From	Sailed	Cargo.	Consignees.
April 22	Nepaul	Br str	541	Hector	Nagasaki	April 20	General	P. & O. Co
... 22	Isles of the South	Br sh	821	Davidson	Fuchau	... 17	Poles	Shaw, Brothers and Co
... 22	J. H. Schwenson	Norw sch	440	Woigh	Swansea	Nov. 20	Coals	Order
... 22	Grenadier	Br baq	540	Miller	Swatow	April 12	Sugar	Glover and Co
... 23	Express	Br str	290	Whitelaw	Ningpo	... 22	Sundries	David Sassoon, Sons and Co
... 23	Suwo-Nada	Am str	1802	Jayne	Hongkong	... 19	General	Augustine Heard and Co
... 23	Nanzing	Br str	419	Tulloh	Tientsin	... 18	do	Trautmann and Co
... 23	Elizabeth	Br baq	441	Fork	Swatow	... 12	Sugar	Master
... 24	Shanse	Am str	561	Friend	Ningpo	... 23	Sundries	Russell and Co
... 24	Aden	Br str	507	Andrews	Hongkong	... 26	Mailr, etc.	P. & O. Co
... 24	Confucius	Chi str	265	Marseills		... —		Chinese Government
... 24	Plymouth Rock	Am str	2397	Simmons	Hankow	... 21	General	Russell and Co
... 25	Express	Br str	290	Whitelaw	Ningpo	... 24	Sundries	Russell and Co
... 25	Alcyone	Br baq	371	Brown	Taiwanfoo	... 15	General	Fobes and Co
... 25	Kirkland	Fr baq	453	Colledge	Swatow	... 13	Sugar	Bourjau, Hübener and Co
... 25	Supply	U. S. S.	.....	Edward Conroy	Hongkong	... 9		
... 26	Fire Queen	Am str	1133	Gray	Hankow	... 24	General	Russell and Co
... 26	Shanse	Am str	561	Friend	Ningpo	... 25	do	Russell and Co
... 26	Fiery Cross	Br sh	689	Kirkup	Fuchau	... 19	Poles	Jardine, Matheson and Co
... 26	Nora Criona	Chi str						Chinese Government

DEPARTURES.

FROM THE ANCHORAGE AND WOOSUNG.

Date.	Ship's Name.	Flag & Rig.	Tons	Captain.	Destination.	Cargo.	Dispatched by.
April 21	Fusi-Yama	Br str	1200	Hardie	Hankow & Ports		Russell and Co
... 22	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 22	Vulcan	Br str	130	Randall	Fuchau	Sundries & Re-exports	Gibb, Livingston and Co
... 22	Sunda	Br str	1260	Soames	Hongkong	Silk, etc.	P. & O. Co.
... 23	Express	Br str	290	Whitelaw	Ningpo	Opium, etc.	David Sassoon, Sons and Co
... 23	Dupleix	Fr str	871	Noel	Hongkong	Tea, etc.	Messageries Impériales
... 23	Eunice Nicholas	Br sh	1065	Simons	Vancouver's Island	Ballast	Smith, Kennedy and Co
... 23	Rosella	Br baq	283	Emery	Newchwang	Opium, etc.	Frazar and Co
... 23	Pluto	Chi str	170	Pike	Cruise		Chinese Government
... 23	Primauguet	H.I.M.cor	.....	Bochet	Hankow		
... 24	John Banks	Br sh	686	Cobb	Fuchau	Sundries	Frazar and Co
... 24	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 24	Hiroto	Br str	1630	McQueen	Hankow & Ports		Russell and Co
... 24	Nabob	Am baq	536	Cobb	Nagasaki	Sundries & Re-exports	Olyphant and Co
... 25	Nanzing	Br str	419	Tulloh	Chefoo & Tientsin	General	Trautmann and Co
... 25	Suwo-Nada	Am str	1802	Jayne	Hongkong	do	Augustine Heard and Co
... 25	Express	Br str	290	Whitelaw	Ningpo	do	Russell and Co
... 25	Francis	Fr baq	322	Pauret	Newchwang	Opium, etc.	Frazar and Co
... 25	Volunteer	Br baq	418	Whitten	Chefoo	General	Wm. Pustau and Co
... 25	Ganges	Br str	712	Bernard	Yokohama	do	P. & O. Co
... 25	Moyune	Am str	709	G. Johnson	Hankow & Ports		Russell and Co
... 25	Algerine	H.M.G.B.	.....	Donville	Nagasaki		
... 26	Shanse	Am str	561	Friend	Ningpo	Opium, etc.	Russell and Co
... 26	Nepaul	Br str	541	Hector	Nagasaki	Sundries & Re-exports	P. & O. Co.
... 26	Silome	Br baq	430	Davidson	Newchwang	Opium	Frazar and Co
... 26	Williametta	Chi str	176	McLeod	Cruise		Chinese Government

MERCHANT STEAMERS.

No.&Sec.	Ship's Name	Commander	Flag & Rig	Tonnage	Date of Arrival	Where from	Consignees or Agents	Destination	Remarks
P & O M	Aden	Andrews	Br str	507	Apr 24	Hongkong	P. & O. Co	Hongkong	1st proximo
Tonkadoo	Anna		Am str	70	Apr 12	Chinkiang	H. Fogg and Co		Laid up
4 s	Confucius	Marseills	Chi str	265	Apr 24		Chinese Government		
4 s	Faust		— str	30					Laid up
	Fee-loong	Williams	Chi str		Mar 14		Chinese Government		
2 s	Fenella	Chingjay	Chi str	160	Jan 24	Woosung	Chinese Government		
4 s	Grete	Godow	Prus str	30	Jan 13		Wm. Pustau and Co		Laid up
4 s	Heachew		Am str	30			T. J. Falls		
5 p	Louisa		Chi str		July 12	Ningpo	David Sassoon, Sons & Co		
G L J	Maria	Newman	Br str	160	Apr 17	Put back	Master		
7 p	Paou Shun	Hoare	Chi str	500	Apr 2		Chinese Government		
M I M	Phase	Hinstin	Fr str	711	Apr 21	Yokohama	Messageries Imperiales		
S S N W	Plymouth Rock	Simmons	Am str	2397	Apr 24	Hankow	Russell and Co	Hankow & Ports	28th instant
1 s	Shanyuan		Br str	30			Trautmann and Co		Laid up
S S C B	Tahwah	Andrews	Am str	245	Mar 22	Hankow	Russell and Co		
H W	Tatung	Cook	Am str	107	Oct 13	Hankow	H. Fogg and Co		Laid up
H W	Ta-Yung	Spencer	Br str	124	Apr 4	Woosung	Russell and Co		
5 p	Wan-Loong-Fei	Merrills	Br str	45	Sept 10	Launched			Laid up
7 p	Waratah	Oliver	Br str	256	Dec 6	Fuchau v. Ningpo	David Sassoon, Sons & Co		Sale, Ft or Ch
	19 Steamers								

MERCHANT SAILING VESSELS.

No.&Sec.	Ship's Name	Commander	Flag & Rig	Tonnage	Date of Arrival	Where from	Consignees or Agents	Destination	Remarks
1 s	Alcyone	Brown	Br baq	371	Apr 25	Taiwanfoo	Fobes and Co		
1 s	Alerta	Bang	Ham bg	209	Apr 4	Taku	Order		
3 c	Anglo Saxon	Davidson	Br sh	693	Apr 13	Sydney	Frazar and Co		
1 c	Belle	Young	Br baq	267	Apr 4	Nagasaki	Augustine Heard and Co		Ft or Ch
1 p	Caducous	Irwin	Br sh	1006	Feb 28	Amoy	Dent and Co		
U W	Carl Wilhelm	Matzen	Prus baq	239	Apr 13	Ningpo	Eduard Schellhass and Co	Nagasaki	Cld. 25th inst
8 s	Condor	Hansen	Ham baq	428	Mar 12	Cardiff	Siemssen and Co	New York	Immediately
2 s	Crowshay Bailey	Hansenberg	Br sh	682	Apr 4	Swatow	Jardine, Matheson and Co	London	Early
1 s	Danzio	Eldridge	Prus sch	296	Apr 11	Yokohama	Order		
U W	Doris	Steengrafe	Bro sch	317	Apr 14	Iloilo	Wheelock & Meller	Chefoo & Tientsin	Immediately
7 s	E. W. Seyburn	Taylor	Am sch	265	Apr 17	Nagasaki	Bourjau, Hubener and Co	Nagasaki	Early
1 c	Elizabeth	Dark	Br baq	441	Apr 23	Swatow	Master		
1 s	Grenadier	Miller	Br baq	540	Apr 22	Swatow	W. R. Adamson and Co		For Charter
H W	Helena Donier	H. Lorus	Prus sh	674	Apr 16	Cardiff	Master		
1 p	Isles of the South	Davidson	Br sh	821	Apr 22	Fuchau	Shaw, Brothers and Co		
6 s	J. H. Schwenson	Woigh	Norw sch	440	Apr 22	Swansea	Borneo Company Limited		Ft or Ch
1 c	Jubilee	Kerr	Br sh	760	Apr 15	Fuchau	Borneo Company Limited		
7 c	Khan Kai	White	Br sch	137	Apr 6	Yokohama	John Thorne and Co	H'dadi v. Nagasaki	1st proximo
1 s	Kirkland	Colledge	Br baq	453	Apr 25	Swatow	Bourjau, Hübener and Co		
7 p	Luisa Canevero	R. Domoro	Ita sh	1503	Apr 12	New York	Order		
2 p	Merse	Gribble	Br sh	628	Apr 9	Nagasaki	Gilman and Co		
1 c	Seaton	Lapworth	Br baq	401	Jan 22	Swatow	A. R. Tilby and Co		
1 p	Silver Eagle	Case	Br sh	902	Apr 15	Fuchau	Gilman and Co		
2 p	Tueping	Dowdy	Br sh	767	Apr 13	Fuchau	Gilman and Co		
1 s	Water Lily	Towers	Br bg	218	Mar 25	Manila	Frazar and Co		
	25 Vessels								

[*Edited by* R. S. Gundry, *Printed and Published at the "North-China Herald Office," Shanghai.*]

Reproduced with permission of the copyright owner. Further reproduction prohibited without permission.